

EXHIBIT B

<p style="text-align: right;">Page 1</p> <p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>2 FOR THE MIDDLE DISTRICT OF ALABAMA</p> <p>3 NORTHERN DIVISION</p> <p>4 CASE NUMBER</p> <p>5 2:19-CV-767-ECM-SMD</p> <p>6</p> <p>7 DAVITA M. KEY,</p> <p>8 Plaintiff,</p> <p>9 V.</p> <p>10 HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC;</p> <p>11 HYUNDAI ENGINEERING AMERICA, INC.; and DYNAMIC</p> <p>12 SECURITY, INC.,</p> <p>13 Defendants.</p> <p>14</p> <p>15</p> <p>16 VIDEO DEPOSITION TRANSCRIPT OF</p> <p>17 RAY CURETON</p> <p>18</p> <p>19</p> <p>20 AUGUST 30, 2022</p> <p>21 9:16 A.M.</p> <p>22</p> <p>23</p>	<p style="text-align: right;">Page 3</p> <p>1 IT IS FURTHER STIPULATED AND AGREED</p> <p>2 that it shall not be necessary for any</p> <p>3 objections to be made by counsel to any</p> <p>4 questions, except as to form or leading</p> <p>5 questions and that counsel for the parties may</p> <p>6 make objections and assign grounds at the time</p> <p>7 of trial or at the time said deposition is</p> <p>8 offered in evidence, or prior thereto.</p> <p>9 IT IS FURTHER STIPULATED AND AGREED</p> <p>10 that notice of filing of the deposition by the</p> <p>11 Commissioner is waived.</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p>
<p style="text-align: right;">Page 2</p> <p>1 The video deposition of RAY CURETON</p> <p>2 was taken before Tanya D. Cornelius, CCR,</p> <p>3 on August 30, 2022 by Leslie Palmer, commencing</p> <p>4 at approximately 9:16 a.m., at Palmer Law, LLC,</p> <p>5 104 23rd Street South, Suite 100, Birmingham,</p> <p>6 Alabama pursuant to the stipulations set forth</p> <p>7 herein.</p> <p>8</p> <p>9 S T I P U L A T I O N</p> <p>10 IT IS STIPULATED AND AGREED by and</p> <p>11 between the parties through their respective</p> <p>12 counsel that the video deposition of RAY CURETON</p> <p>13 may be taken before Tanya D. Cornelius, CCR and</p> <p>14 Notary Public, State of Alabama at Large, at the</p> <p>15 law offices of Palmer Law, LLC, 104 23rd Street</p> <p>16 South, Suite 100, Birmingham, Alabama, on August</p> <p>17 30, 2022, commencing at approximately 9:16 a.m.</p> <p>18 IT IS FURTHER STIPULATED AND AGREED</p> <p>19 that the signature to and the reading of the</p> <p>20 by the witness is waived, the deposition to have</p> <p>21 the same force and effect as if full compliance</p> <p>22 had been had with all laws and rules of Court</p> <p>23 relating to the taking of depositions.</p>	<p style="text-align: right;">Page 4</p> <p>1 A P P E A R A N C E S</p> <p>2</p> <p>3</p> <p>4 APPEARING ON BEHALF OF THE PLAINTIFF:</p> <p>5 PALMER LAW, LLC</p> <p>6 BY: Leslie Palmer, Esq.</p> <p>7 104 23rd Street South, Suite 100</p> <p>8 Birmingham, Alabama 35223</p> <p>9</p> <p>10</p> <p>11 APPEARING ON BEHALF OF THE DEFENDANTS:</p> <p>12 LEHR MIDDLEBROOKS VREELAND & THOMPSON, PC</p> <p>13 BY: Whitney R. Brown, Esq.</p> <p>14 P.O. Box 11945</p> <p>15 Birmingham, Alabama 35202-1945</p> <p>16</p> <p>17</p> <p>18 FORD HARRISON, LLC</p> <p>19 BY: Wesley C. Redmond, Esq.</p> <p>20 420 20th Street North, Suite 2560</p> <p>21 Birmingham, Alabama 35203</p> <p>22</p> <p>23</p>

<p>Page 13</p> <p>1 That's a very -- you know, couple of hours a week</p> <p>2 kind of a thing.</p> <p>3 Q. How long have you been a minister</p> <p>4 with the church down in Clayton, Alabama?</p> <p>5 A. Eight and a half years.</p> <p>6 Q. And how long have you been mentoring</p> <p>7 at Columbia International?</p> <p>8 A. Three years.</p> <p>9 Q. In the past three years, have you</p> <p>10 held any other employment?</p> <p>11 A. I have. I worked as an operations</p> <p>12 manager for Dothan Security, Incorporated in</p> <p>13 Montgomery in the Montgomery office.</p> <p>14 Q. When did you hold that position?</p> <p>15 A. From April of 2021 to January of</p> <p>16 2022.</p> <p>17 Q. And what did Dothan Security do?</p> <p>18 A. They provided contract security.</p> <p>19 Q. Similar to Dynamic Security?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. What position did you hold</p> <p>22 before the ops manager at Dothan Security?</p> <p>23 A. That's the only position I held at</p>	<p>Page 15</p> <p>1 think.</p> <p>2 Q. Okay. And what was your position?</p> <p>3 A. I was a manager down in Montgomery.</p> <p>4 I want to say operations manager at first. I</p> <p>5 started out as the operations manager.</p> <p>6 Q. Okay. And you say at first.</p> <p>7 A. Uh-huh (positive response).</p> <p>8 Q. Did that change?</p> <p>9 A. It did. I was promoted part way</p> <p>10 through, and I don't know the dates about when</p> <p>11 that happened, but -- and I was made the -- I'm</p> <p>12 trying to think, remember what it was called. It</p> <p>13 was district manager. I think that was right.</p> <p>14 Q. Okay. I'm going to give you some</p> <p>15 documents to look at through this. They've been</p> <p>16 pre-numbered from other depositions, so they're a</p> <p>17 little out of order. Just ignore that.</p> <p>18 This one is Plaintiff's Exhibit 60.</p> <p>19 A. Okay.</p> <p>20 Q. And this is a Dynamic Security</p> <p>21 document. Do you recognize that?</p> <p>22 A. If it's -- yeah, it's a Dynamic</p> <p>23 Security document, that's true.</p>
<p>Page 14</p> <p>1 Dothan Security.</p> <p>2 Q. Where did you work prior to that?</p> <p>3 A. I retired, semi-retired. It's just</p> <p>4 working at the church. I've retired from</p> <p>5 full-time work.</p> <p>6 Q. When did you retire?</p> <p>7 A. Well, initially, back when I left</p> <p>8 Dynamic in 2017, and then a friend of mine called</p> <p>9 me back to work, and I agreed to work temporarily</p> <p>10 for Dothan Security. I've got to keep these DSIs</p> <p>11 straight here, but in Dothan Security. So I</p> <p>12 worked for them for a few months.</p> <p>13 Q. Okay. So you went from retirement at</p> <p>14 Dynamic straight to Dothan and then back to</p> <p>15 semi-retirement with the church and Columbia?</p> <p>16 A. Yes. Dynamic, retirement, then to,</p> <p>17 yeah, Dothan, and then back semi-retirement,</p> <p>18 correct.</p> <p>19 Q. Okay. All right. Let's talk about</p> <p>20 your employment with Dynamic Security since</p> <p>21 that's why we're here today. When did you start</p> <p>22 with Dynamic Security?</p> <p>23 A. I think it was August 1st of 2016, I</p>	<p>Page 16</p> <p>1 Q. Is this your handwriting on the</p> <p>2 document?</p> <p>3 A. This document?</p> <p>4 Q. Yes.</p> <p>5 A. No, it's not.</p> <p>6 Q. Do you know whose handwriting that</p> <p>7 is?</p> <p>8 A. I do not.</p> <p>9 Q. Okay. This is from your personnel</p> <p>10 file as represented by Dynamic Security to us,</p> <p>11 and it shows your start date is 8/1/16, so that's</p> <p>12 in line with what we've talked about.</p> <p>13 A. Yeah.</p> <p>14 Q. And your job title is operations</p> <p>15 manager. I want to point your attention down to</p> <p>16 the box around Justification for Position. In</p> <p>17 the parentheses there, it says, Operations</p> <p>18 Manager is required for Hyundai contract. Do you</p> <p>19 see that?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. Do you know what that means,</p> <p>22 the operations manager required for Hyundai</p> <p>23 contract?</p>

<p>Page 17</p> <p>1 MR. REDMOND: Object to the form.</p> <p>2 MS. BROWN: Object to the form.</p> <p>3 MR. MILLER: Same objection.</p> <p>4 Q. You can answer. You'll hear that</p> <p>5 from time to time. They just don't like</p> <p>6 something about the way I asked it.</p> <p>7 A. Would you repeat the question,</p> <p>8 please?</p> <p>9 Q. Yes, sir. The line that I pointed</p> <p>10 you to there, that operations manager is required</p> <p>11 for Hyundai contract, do you know what that's in</p> <p>12 reference to?</p> <p>13 MR. REDMOND: Object to the form.</p> <p>14 MS. BROWN: Same objection.</p> <p>15 MR. MILLER: Same objection.</p> <p>16 A. As far as I understand, that part of</p> <p>17 my responsibility would be supervising the major</p> <p>18 contract at the time, which was at Hyundai.</p> <p>19 Q. Okay. And then underneath that, it's</p> <p>20 talking about you get three hundred dollars a</p> <p>21 month for car allowance, a fuel card, a laptop,</p> <p>22 and a cellphone; is that right?</p> <p>23 A. Correct.</p>	<p>Page 19</p> <p>1 Q. Okay. And did you have any texts</p> <p>2 related to Davita Key?</p> <p>3 A. I'm going to say the truth, probably,</p> <p>4 but I don't know that absolutely.</p> <p>5 Q. Okay. If you thought that you did,</p> <p>6 who would those texts have been with?</p> <p>7 A. With Gloria, and I don't remember</p> <p>8 Gloria's last name, but she was the manager at</p> <p>9 Hyundai for Dynamic Security that we hired or she</p> <p>10 actually -- yeah, the one that we hired.</p> <p>11 Actually, I hired her, so in connection -- in</p> <p>12 consultation with Cassandra Williams, who was the</p> <p>13 head of security out there for Hyundai at the</p> <p>14 time, and still is.</p> <p>15 Q. Would you have had any texts with</p> <p>16 anyone else from Dynamic Security related to</p> <p>17 Davita Key?</p> <p>18 A. If I -- most likely I would have used</p> <p>19 e-mail to contact HR and also my boss in</p> <p>20 Birmingham, and possibly -- again, I don't know</p> <p>21 this for sure, and I'm not saying that it exists,</p> <p>22 but I would have -- maybe Mike Keller, who was my</p> <p>23 boss, I could have been texting him, too, but I</p>
<p>Page 18</p> <p>1 Q. So you had a cellphone provided by</p> <p>2 Dynamic Security?</p> <p>3 A. I did.</p> <p>4 Q. Did you use that cellphone to text</p> <p>5 communications with any other employees?</p> <p>6 A. I did.</p> <p>7 Q. Okay. Do you know if you used that</p> <p>8 cellphone to text communications about anything</p> <p>9 related to this lawsuit or Ms. Key?</p> <p>10 A. I did not.</p> <p>11 Q. Okay. What types of texts would you</p> <p>12 --</p> <p>13 A. Let me clarify just a minute, because</p> <p>14 I didn't -- okay. Are you asking me if I texted</p> <p>15 those people back then or are you asking me in</p> <p>16 connection with the lawsuit? I don't think I</p> <p>17 understand.</p> <p>18 Q. Yes, sir, I'm sorry, and thank you</p> <p>19 for clarifying, because that's important.</p> <p>20 So with that company cellphone that</p> <p>21 you had back then, did you use that company</p> <p>22 cellphone to text with other Dynamic employees?</p> <p>23 A. Yes.</p>	<p>Page 20</p> <p>1 don't know that for sure.</p> <p>2 Q. Okay. What type of cellphone was it?</p> <p>3 Do you remember?</p> <p>4 A. It was an Apple -- it was an iPhone.</p> <p>5 I don't know what version.</p> <p>6 Q. iPhone? Do you know if Ms. Gloria</p> <p>7 Robinson had a company provided phone?</p> <p>8 A. She did.</p> <p>9 Q. And so if you had texts with her,</p> <p>10 would that have been from your company phone to</p> <p>11 her company phone?</p> <p>12 A. Yes.</p> <p>13 Q. And was hers an iPhone as well?</p> <p>14 A. Yes, yes.</p> <p>15 Q. Did you do anything to preserve any</p> <p>16 text messages on that phone?</p> <p>17 A. I did not.</p> <p>18 Q. Do you recall anyone asking you to do</p> <p>19 anything to preserve any text messages on that</p> <p>20 phone?</p> <p>21 A. No one did.</p> <p>22 Q. Okay. What were your job duties at</p> <p>23 Dynamic Security?</p>

<p>Page 21</p> <p>1 A. Well, as an operations manager, I was 2 responsible for ensuring the manning and 3 operations of several sites that -- at the time 4 that Dynamic was responsible for, providing 5 security and making sure the leadership was in 6 place, making sure that individuals are showing 7 up for work, making sure that resources were 8 properly used. And hiring was also a part of my 9 responsibilities, hiring new officers, at least 10 overseeing that. 11 And then also disciplinary actions 12 came through my desk for review, and sometimes I 13 initiated them depending on the situation. So 14 just normal operations type duties. 15 Q. Okay. When did your employment end? 16 A. I want to say September 2017. 17 Q. And what were the terms of the end of 18 your employment? Why did you stop working for 19 Dynamic Security? 20 MR. REDMOND: I'm just going to 21 object. I think that's two questions, but -- 22 A. I was let go. 23 Q. Okay. Who terminated you?</p>	<p>Page 23</p> <p>1 week before they let me go, I had been assured by 2 -- and I do not know his name, because he hadn't 3 been there very long -- my original boss's 4 replacement that everything was fine and that I 5 would -- if he lost his job, I would be fine and 6 wouldn't lose mine, and then I lost it. 7 So I don't know what their thinking 8 was. I never heard from anybody in any kind of 9 authority under -- you know, above me about that, 10 either before or after, and that is the gospel 11 truth. 12 Q. Okay. So the person who assured you, 13 that was your old boss's replacement? 14 A. Uh-huh (positive response), yeah, I 15 think so. It's -- yes, that's who it was, yeah. 16 Q. Do you remember his name? 17 A. I do not. I really do not. 18 Q. What was your old boss's name? 19 A. Mike Keller. 20 Q. And do you remember when Mike Keller 21 left? 22 A. It was right around the time of this 23 incident, because I think he left a month before</p>
<p>Page 22</p> <p>1 A. That's really a good question. I was 2 -- the district manager of the Birmingham office 3 came down to Montgomery and asked me to remove my 4 things from the site and that I was being let go. 5 Q. And what was the district manager's 6 name? 7 A. I can tell you. Hang on a minute. 8 Marshay Webb. 9 Q. Did Marshay Webb tell you why you 10 were being let go? 11 A. He did not. 12 Q. Did you have any idea that it was 13 coming? 14 A. I did not. 15 Q. Had you ever been disciplined for 16 anything? 17 A. I had not. 18 Q. Do you have any idea what -- in your 19 mind, what would you think it would be? 20 MS. BROWN: Object to the form. 21 MR. REDMOND: Object to the form. 22 MR. MILLER: Object to the form. 23 A. I really don't know. Honestly, the</p>	<p>Page 24</p> <p>1 I did. So I think he probably left in August and 2 -- or maybe the end of July. It was right around 3 the time all this was taking place. 4 Q. Okay. And the new boss that said he 5 had lost his job, is he talking about Mike Keller 6 or is he talking about himself? 7 A. I don't think I get your question. 8 Q. You said that he assured you -- 9 A. That my job -- 10 Q. -- and I'm paraphrasing -- 11 A. Yes, because Mike had been let go, he 12 was reassuring me that my job was safe, and I got 13 that reassurance from Chris Hargrove as well. I 14 think he was the vice-president or something or 15 he's head of something, I don't know, sales 16 maybe. I'm not sure. He's the guy that hired me 17 originally, so yeah. He assured me. 18 Q. Do you know why Mike Keller was 19 terminated? 20 A. No, I don't know. I don't know why. 21 I won't speculate. 22 Q. Were you involved in his termination 23 at all?</p>

<p>Page 29</p> <p>1 So I need to talk to somebody and figure out what 2 those are, okay? 3 So I'm going to show you Plaintiff's 4 Exhibit 20. 5 MR. MILLER: I'm going to object to 6 the form. 7 Q. This is HMMA Mailroom Duties and 8 Responsibilities is what the title of the 9 document is. Would this type of document be 10 included in the post orders? 11 MS. BROWN: Object to the form. 12 MR. MILLER: Object to the form. 13 A. I'm going to say probably so. I 14 don't know -- I don't remember specifically if 15 this document was part of the mailroom, but it 16 would have been incorporated in some way, because 17 these -- what we would do, we would get with 18 Hyundai, with Ms. Williams specifically, to make 19 sure that the post orders were approved, both by 20 her and by us at Dynamic so that we would be on 21 the same page. 22 So these would be part of what we 23 understood the duties to be. This is what she</p>	<p>Page 31</p> <p>1 sense. I'm rambling. Yeah, they have basic 2 hours they're supposed to work. Okay. 3 Q. And who set the hours that they would 4 work in the mailroom? 5 MS. BROWN: Object to the form. 6 MR. MILLER: Object to the form. 7 A. HMMA does, yeah. 8 Q. The pay on this document is listed at 9 thirteen dollars an hour. Is that something that 10 Dynamic Security came up with or is that set by 11 some other entity? 12 A. It is negotiated with -- between the 13 two companies, between HMMA and the security 14 company. 15 Q. And would Ms. Key have been making 16 thirteen dollars an hour the minute she started 17 at the mailroom? 18 A. No. 19 MR. MILLER: Object to the form. 20 A. She would not. My understanding is 21 that they get training pay the first week until 22 they're up to training status and approved. Then 23 they would receive the full thirteen dollars at</p>
<p>Page 30</p> <p>1 provided to us. 2 Q. Do you recall seeing Exhibit 20 3 before? 4 A. I have seen this. I've seen these 5 requirements before for sure. 6 Q. Okay. And this sets out the duties 7 and responsibilities for employees in the 8 mailroom. Does that include the hours that they 9 would work? 10 MR. MILLER: Object to the form. 11 A. Well, that can vary considerably 12 depending on manning, and the hours would vary. 13 I mean, they're set out when they're going to 14 have people there, but that could -- we might 15 have five people that had to work this position 16 in different times because of, you know, what 17 manning and all that kind of thing and who's 18 qualified and so -- and they change from time to 19 time. 20 I mean, I can promise you, I just was 21 working with the current -- when I worked for 22 Dothan Security, we had this same account. So it 23 hasn't changed. They're -- I'm not making any</p>	<p>Page 32</p> <p>1 that time. 2 Q. Okay. All right. Let's go back to 3 that handbook, which is Exhibit 27. And flip for 4 me if you will to Dynamic-Key 7. And I'm looking 5 at the bullet points over on the right-hand 6 column under the topic Covered in Training, and 7 the third one down says Legal Issues I. 8 Do you know what would be included in 9 Legal Issues I training? 10 A. I do not. 11 Q. Okay. Did you participate in the new 12 employee training at all? 13 A. Toward the end of my time I did. I 14 had an office manager that did a lot of training, 15 plus Dynamic before -- well, part way through my 16 time there hired a full-time trainer that would 17 come down and do training a lot for folks. 18 But mostly it was handled by the 19 office manager. All I can remember her name was 20 Zoe is all I can remember, her first name was 21 Zoe, and then a dedicated trainer. 22 Q. Okay. The dedicated trainer, was 23 their job to train new employees across the board</p>

<p>Page 37</p> <p>1 we would notify HR directly. And I don't</p> <p>2 remember her name, but we did bring HR on right</p> <p>3 away.</p> <p>4 And also, the folks knew they could</p> <p>5 contact HR directly themselves if they weren't</p> <p>6 satisfied with our response.</p> <p>7 Q. So did you notify Mike Keller and HR</p> <p>8 or just HR?</p> <p>9 A. Both.</p> <p>10 Q. Both? What type of detailed</p> <p>11 investigation would you conduct?</p> <p>12 A. Well, I would talk to the supervisor,</p> <p>13 which would have been Gloria Robinson in this</p> <p>14 case, and gotten her -- information from her on</p> <p>15 the complaint.</p> <p>16 I would have taken any statements of</p> <p>17 any kind of witnesses that would have been</p> <p>18 involved. I would have talked with Ms. Key about</p> <p>19 what her perception was on all of this, what was</p> <p>20 going on, what her complaint was.</p> <p>21 I would have forwarded all of that to</p> <p>22 HR, because they're ultimately going to take</p> <p>23 point on these kinds of things when it gets to</p>	<p>Page 39</p> <p>1 MR. REDMOND: Actually, I think this</p> <p>2 is 31.</p> <p>3 MS. PALMER: 31. It is 31.</p> <p>4 A. You have to pass it through him</p> <p>5 first, right?</p> <p>6 Q. (BY MS. PALMER:) Okay. So this is</p> <p>7 another Dynamic Security document, and I know</p> <p>8 it's hard to read, but at the top it says</p> <p>9 Harassment in the Workplace. And I believe this</p> <p>10 one is from Ms. Key's personnel file.</p> <p>11 Does this document contain any</p> <p>12 additional policies outside of what we looked at</p> <p>13 in the handbook or is it just sort of a</p> <p>14 restatement?</p> <p>15 MR. REDMOND: Object to the form.</p> <p>16 A. I don't know if -- I mean, I would</p> <p>17 have to compare the two myself to be able to</p> <p>18 answer that fully. I would think it's simply a</p> <p>19 restatement of the policy.</p> <p>20 Q. So if you'll look for me, we've got</p> <p>21 some headings, and we're under the policy</p> <p>22 heading, the last paragraph, the second sentence.</p> <p>23 Let's go four lines down, the first word is Any.</p>
<p>Page 38</p> <p>1 the place where I'm having to make an</p> <p>2 investigation.</p> <p>3 So I just try to get the facts as</p> <p>4 quickly as I can and get them into the hands of</p> <p>5 people that can follow up with it.</p> <p>6 Q. Okay. So did you make any decisions</p> <p>7 related to whether an employee -- and I'm</p> <p>8 speaking generally, not just Ms. Key, but did you</p> <p>9 make any decisions as to whether employees had</p> <p>10 been harassed or discriminated against as part of</p> <p>11 that investigation?</p> <p>12 MS. BROWN: Object to the form.</p> <p>13 MR. MILLER: Object to the form.</p> <p>14 MR. REDMOND: Same objection to form.</p> <p>15 A. I have opinions, but no decisions at</p> <p>16 this point. I'm not the one that ultimately</p> <p>17 would say, You're fired, because -- well, I might</p> <p>18 be. They may -- HR may come back and say -- but</p> <p>19 normally HR would handle that themselves if they</p> <p>20 find malfeasance going on in any situation like</p> <p>21 that.</p> <p>22 Q. Okay. All right. And I'm going to</p> <p>23 show you Plaintiff's Exhibit 30.</p>	<p>Page 40</p> <p>1 Do you see that, Any employee?</p> <p>2 A. Yes.</p> <p>3 Q. So any employee engaging in such</p> <p>4 conduct will be subject to appropriate</p> <p>5 disciplinary action, up to and including</p> <p>6 termination of employment.</p> <p>7 While you were the operations</p> <p>8 manager, did you have to discipline or terminate</p> <p>9 any employee under this policy?</p> <p>10 A. Not that I recall.</p> <p>11 Q. Would you as a manager go through</p> <p>12 additional training that the security officers</p> <p>13 didn't go through?</p> <p>14 A. That would be correct. That's what</p> <p>15 the training that we talked about before from</p> <p>16 Dynamic online would be additional training to</p> <p>17 what a security officer would receive.</p> <p>18 Q. Okay. So what training would the</p> <p>19 security officers receive related to harassment</p> <p>20 in the workplace?</p> <p>21 MS. BROWN: Object to the form.</p> <p>22 A. They would be briefed during their</p> <p>23 normal training by the trainer on the policies</p>

<p>Page 45</p> <p>1 other.</p> <p>2 Q. So the policy book would not have</p> <p>3 been provided to the security officers?</p> <p>4 A. No, no. However, some of the</p> <p>5 information from the policy book would be</p> <p>6 included. In other words, they didn't get the</p> <p>7 policy book, but they would have gotten a lot of</p> <p>8 information that was in the policy book, if that</p> <p>9 makes sense.</p> <p>10 Q. Okay. When we were talking earlier</p> <p>11 about the post instructions, you said that those</p> <p>12 would be agreed on by both parties?</p> <p>13 A. Yes.</p> <p>14 Q. Would that include attire?</p> <p>15 A. Well, the attire is dictated by the</p> <p>16 client, not by Dynamic Security. And that's, I</p> <p>17 think, important in this kind of case.</p> <p>18 Q. Do you remember what the attire was</p> <p>19 for the mailroom at HMMA's property?</p> <p>20 MS. BROWN: Object to the form.</p> <p>21 MR. REDMOND: Object to the form.</p> <p>22 MR. MILLER: Object to the form.</p> <p>23 A. Well, they -- as far as I remember,</p>	<p>Page 47</p> <p>1 to say it was blue, but I could be wrong about</p> <p>2 that, the -- just, you know, a knit pullover</p> <p>3 shirt, and a hat, and that was --</p> <p>4 Q. Do you recall whether the pullover</p> <p>5 shirt had anything identifying Dynamic Security</p> <p>6 or Hyundai?</p> <p>7 MS. BROWN: Object to the form.</p> <p>8 A. It would have -- it would have</p> <p>9 identified Dynamic Security on the sleeve.</p> <p>10 Q. On the sleeve, like a patch or</p> <p>11 something?</p> <p>12 A. Yes, a patch with Dynamic Security,</p> <p>13 and then I know the individual's -- but, again,</p> <p>14 I'm just trying to recall, but -- and the</p> <p>15 embroidering of their name on the -- above the</p> <p>16 pocket.</p> <p>17 Q. Did Dynamic Security work with the</p> <p>18 client to determine appearance standards for post</p> <p>19 orders?</p> <p>20 A. Yes, in the sense that --</p> <p>21 MR. REDMOND: Object to the form.</p> <p>22 Sorry.</p> <p>23 A. Yes, in the sense that we discussed</p>
<p>Page 46</p> <p>1 they wore the standard -- well, I think HMMA may</p> <p>2 have had them in civilian clothes, but I'm not a</p> <p>3 hundred percent sure about that. I don't --</p> <p>4 especially back in Dynamic days, I'm not sure.</p> <p>5 At minimum, they would have had the</p> <p>6 uniform that we provided for them, uniforms that</p> <p>7 we provided for them. And then they -- seems</p> <p>8 like they included a long-sleeved shirt and maybe</p> <p>9 a -- it could have been the receptionist.</p> <p>10 I'm not a hundred percent sure, but</p> <p>11 it -- you know, they would have been subject to</p> <p>12 at least as a minimum the security uniform that</p> <p>13 we provided, and I think that mailroom may have</p> <p>14 had a little more, but I'm not a hundred percent</p> <p>15 sure about that.</p> <p>16 I know that's a fact for the</p> <p>17 receptionist, but I'm not sure about mailroom.</p> <p>18 Q. What is the uniform that Dynamic</p> <p>19 provided?</p> <p>20 A. It would have been a knit shirt,</p> <p>21 pullover, with the person's name embroidered on</p> <p>22 the shirt, and then the pants would have been</p> <p>23 black pants, and I don't know what color. I want</p>	<p>Page 48</p> <p>1 those requirements. Those requirements were set</p> <p>2 before I came on scene there, but we always made</p> <p>3 sure we understood what the client's desire was</p> <p>4 and tried our best to meet it.</p> <p>5 Q. If a client, and not just Hyundai,</p> <p>6 but any client, if a client had a specific</p> <p>7 appearance standard, would Dynamic Security make</p> <p>8 certain to obtain a written copy of that standard</p> <p>9 for their own files?</p> <p>10 A. Yes.</p> <p>11 MS. BROWN: Object to the form.</p> <p>12 MR. MILLER: Object to the form.</p> <p>13 A. Sorry. I'm getting head of myself.</p> <p>14 MR. REDMOND: Same objection.</p> <p>15 Q. Let me show you Plaintiff's Exhibit</p> <p>16 9.</p> <p>17 A. Uh-huh (positive response).</p> <p>18 Q. Have you seen this document before?</p> <p>19 A. It certainly looks similar to what</p> <p>20 I've seen before.</p> <p>21 Q. You said similar. Can you tell me</p> <p>22 what you've seen before, if it's not this one</p> <p>23 exactly?</p>

<p>Page 57</p> <p>1 A. There's a date on here. I think this 2 investigation was begun before this date. 3 Q. Okay. 4 A. I think this incident happened in the 5 end of July, and this is dated August 1st. 6 Q. Okay. 7 A. So we would have -- we've already had 8 information by that time that there was a 9 complaint from her about -- from Ms. Williams 10 about the hair, and so we would have started 11 looking into that immediately once that -- I 12 mean, you know, it's five years ago. I mean, I 13 don't know for sure. 14 Q. So if you're looking into Ms. 15 Williams having an issue with Ms. Key's hair, are 16 you investigating Ms. Key's complaint or are you 17 investigating whether Ms. Key is in compliance 18 with work standards? 19 A. I am investigating whether Ms. Key is 20 in compliance with work standards. And you know 21 what? Thinking about this, I'm not -- I knew 22 about this complaint, but I'm going to say I 23 don't recall that particular document, because I</p>	<p>Page 59</p> <p>1 A. -- is that it came out during the 2 time we were doing this investigation that she 3 was pregnant, which has nothing to do with 4 anything other than whether she would meet the 5 physical requirements to be able to lift the 6 fifty pounds that's required at the mailroom, 7 which I don't think we ever got that far in 8 the -- you know, where we got a doctor's notice 9 that she would be eligible. 10 So it had absolutely nothing to do 11 with the pregnancy itself. It had to do with the 12 ability to handle the work itself. 13 Q. Do you recall Ms. Robinson having 14 brought up Ms. Key's pregnancy in e-mails? 15 A. She may well have brought it up, 16 yeah, I would think so, just as a statement, not 17 as a -- that has nothing to do with hiring or any 18 of that kind of stuff, but it -- I don't know. 19 It became common knowledge. Everybody knew about 20 it at some point. 21 Q. I'm going to show you Plaintiff's 22 Exhibit 36. Okay. 23 MR. REDMOND: Leslie, and I don't</p>
<p>Page 58</p> <p>1 don't remember Bates on top, the Bates that's on 2 the top. 3 I knew about this, but I don't -- I'm 4 going to change my testimony and have to say I 5 don't recall that specific document. 6 Q. Okay. 7 A. But I knew about this. And the 8 reason I'm saying that is because of that date. 9 I would have -- this date is after we had started 10 looking into this whole situation. 11 And we knew at that point that she 12 was -- Ms. Key was not happy with Hyundai because 13 of what they were asking her to do. We also knew 14 that Hyundai was not happy with Ms. Key because 15 she wasn't complying with their standards. So we 16 were looking at both sides at that point. 17 Q. What do you recall about Ms. Key's 18 pregnancy? We've talked a little bit about hair, 19 but her pregnancy, what do you recall about that? 20 MS. BROWN: Object to the form. 21 A. The only thing I can think of -- 22 MR. MILLER: Object to the form. 23 MR. REDMOND: Same objection.</p>	<p>Page 60</p> <p>1 know if this helps any. You can tell me to be 2 quiet at any time, but I think that's an 3 attachment to an e-mail that he or someone sent. 4 MS. PALMER: Probably. 5 MR. REDMOND: Okay. I'm just -- my 6 one helpful hint today. 7 Q. (BY MS. PALMER:) Mr. Cureton, the 8 first page there of Exhibit 36, which is page 9 Dynamic-Key 64, it says Employee Disciplinary 10 Report, 64. 11 A. Uh-huh (positive response), yes. 12 Q. It says Employee Disciplinary Report 13 at the top. 14 A. Uh-huh (positive response). 15 Q. Did you complete this form? 16 A. I did. 17 Q. Is that your signature on the bottom? 18 A. It is. 19 Q. When did you complete it? 20 A. In August 2017. 21 Q. Do you know what time you did this? 22 A. No. 23 Q. And what did you mark as the reason</p>

<p>Page 61</p> <p>1 for Ms. Key's discipline?</p> <p>2 A. It simply says here, Other conduct</p> <p>3 warranting disciplinary action.</p> <p>4 Q. And then I see there at the bottom it</p> <p>5 says, Forwarded to HR for resolution?</p> <p>6 A. Correct.</p> <p>7 Q. What was the resolution that was</p> <p>8 reached?</p> <p>9 MR. REDMOND: Object to the form.</p> <p>10 A. I can't speak for HR. I don't know</p> <p>11 what resolution you're looking for. If you're</p> <p>12 asking what happened to Ms. Key, that's a</p> <p>13 different question than what the resolution was</p> <p>14 in this disciplinary form.</p> <p>15 I mean, we offered her two other</p> <p>16 positions, at least, and I think -- I would say</p> <p>17 after that that we couldn't accommodate what she</p> <p>18 wanted, and -- because we didn't have a position</p> <p>19 open that was at the time that she could work,</p> <p>20 and so she left.</p> <p>21 Q. Okay. So you're not aware of what</p> <p>22 the ultimate resolution was with regard to Ms.</p> <p>23 Key's --</p>	<p>Page 63</p> <p>1 requirements were. Ms. Williams ultimately was</p> <p>2 the one that decided whether or not the hair was</p> <p>3 acceptable. Once it was not and she asked us to</p> <p>4 remove someone from the site, we did that.</p> <p>5 We did not remove Ms. Key as a</p> <p>6 Dynamic employee. We offered her other</p> <p>7 positions. At the time we had no full-time</p> <p>8 positions on the shift that she wanted to work,</p> <p>9 and so we offered her two other positions at, I</p> <p>10 think, Mobis and Koch Foods.</p> <p>11 I don't know specifically what times</p> <p>12 they were, but they were part-time positions, and</p> <p>13 she was not able to work those times, and left,</p> <p>14 quit on her own as far as I know.</p> <p>15 Q. Why do you believe she quit?</p> <p>16 A. Because we couldn't provide for her</p> <p>17 the schedule that she wanted and because -- well,</p> <p>18 because there was no position for her to work</p> <p>19 that she could agree to, that she would agree to.</p> <p>20 Q. Let me ask it this way: What</p> <p>21 evidence do you have to support your position</p> <p>22 that Ms. Key quit?</p> <p>23 MR. REDMOND: I'm going to object to</p>
<p>Page 62</p> <p>1 A. Harassment complaint?</p> <p>2 Q. Correct.</p> <p>3 A. Well, that's why we're here, I think.</p> <p>4 That must be why we're here still. It hasn't</p> <p>5 been resolved yet.</p> <p>6 Q. Are you aware of what the ultimate</p> <p>7 resolution was with regard to her removal from</p> <p>8 Hyundai?</p> <p>9 A. She was removed --</p> <p>10 MS. BROWN: Object to the form.</p> <p>11 MR. MILLER: Object to the form.</p> <p>12 A. She was removed from Hyundai at the</p> <p>13 client's request.</p> <p>14 Q. Are you aware of whether there were</p> <p>15 any discussions between Dynamic and the client</p> <p>16 related to whether her removal was appropriate?</p> <p>17 MS. BROWN: Object to the form.</p> <p>18 MR. MILLER: Object to the form.</p> <p>19 MR. REDMOND: Same objection to the</p> <p>20 form.</p> <p>21 A. I'm going to answer it this way: The</p> <p>22 hair standards were -- everyone was very familiar</p> <p>23 with those hair standards and knew what the</p>	<p>Page 64</p> <p>1 the form of that.</p> <p>2 A. The statements that I made in writing</p> <p>3 around that time that explained that she was</p> <p>4 offered those positions and refused them. When</p> <p>5 you refuse a position, that's quitting.</p> <p>6 Q. Have employees at Dynamic when you</p> <p>7 were employed there, did you ever have anyone</p> <p>8 turn down a position but accept a later position?</p> <p>9 A. Sure.</p> <p>10 Q. Okay.</p> <p>11 A. And this is standard practice. If</p> <p>12 this -- when this happens, we told employees that</p> <p>13 if something comes open, you know, to come back</p> <p>14 and check with us in a couple of weeks, check</p> <p>15 with us in a month or two, because, as you know,</p> <p>16 security positions rotate considerably. People</p> <p>17 come in and out.</p> <p>18 And so we would encourage a person to</p> <p>19 check back in with us to make sure, maybe we</p> <p>20 might have something that she could work.</p> <p>21 Q. And if Ms. Key says that she did</p> <p>22 reach out to Dynamic and did not receive return</p> <p>23 calls, would you dispute that?</p>

<p>Page 69</p> <p>1 dispute that?</p> <p>2 MS. BROWN: Object to the form.</p> <p>3 MR. REDMOND: Same objection, form.</p> <p>4 A. I have no recollection to refute it</p> <p>5 or not. I don't know. I don't know what I would</p> <p>6 have said or did say or said mistakenly or not</p> <p>7 mistakenly in that kind of setting. I don't</p> <p>8 know.</p> <p>9 Q. Okay. Flip back for me to that</p> <p>10 Exhibit 36 that you've got. We're going to skip</p> <p>11 Page 65 and 66, because that's a little weird</p> <p>12 misprint where we only ended up with two pages of</p> <p>13 a three-page document. And I want to point you</p> <p>14 to Page 34, Dynamic-Key 34.</p> <p>15 A. Okay. Gotcha.</p> <p>16 Q. So is this the memo that Gloria</p> <p>17 Robinson gave to you about the -- about Ms. Key's</p> <p>18 situation?</p> <p>19 MS. BROWN: Object to the form.</p> <p>20 A. Yes, it is.</p> <p>21 MR. MILLER: Object to the form.</p> <p>22 Q. And I want to point you to one, two,</p> <p>23 three, four, five paragraphs down. It looks like</p>	<p>Page 71</p> <p>1 Gloria and Ms. Williams and Ms. Key.</p> <p>2 Q. Okay. And do you recall Ms. Key</p> <p>3 being authorized to wear a hat until she could</p> <p>4 style her hair?</p> <p>5 MS. BROWN: Object to the form.</p> <p>6 MR. MILLER: Object to the form.</p> <p>7 A. I wasn't involved in that, in</p> <p>8 authorizing that one way or the other. I think</p> <p>9 it's in the statement here somewhere that they</p> <p>10 offered her that.</p> <p>11 Q. Yeah. It's Page 2, two, three, four</p> <p>12 -- it starts five lines down. Does that refresh</p> <p>13 your memory?</p> <p>14 MR. MILLER: Object to the form.</p> <p>15 MS. BROWN: Object to the form.</p> <p>16 MR. REDMOND: Same objection to the</p> <p>17 form.</p> <p>18 A. This statement is true to its -- as</p> <p>19 far as I understand it from what I remember.</p> <p>20 What it says here is what we were told at the</p> <p>21 time. I can't improve on it.</p> <p>22 Q. Okay. About thirteen lines down Ms.</p> <p>23 Robinson says that Ms. Howell -- do you know who</p>
<p>Page 70</p> <p>1 a single sentence. It says, The picture she</p> <p>2 showed us was acceptable, and she agreed to</p> <p>3 obtain that style. Do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. Do you recognize this as Ms.</p> <p>6 Robinson saying that Ms. Key could have styled</p> <p>7 her hair in an approved way?</p> <p>8 MS. BROWN: Object to the form.</p> <p>9 MR. MILLER: Object to the form.</p> <p>10 MR. REDMOND: Object to form.</p> <p>11 Q. Let me ask it this way: Do you have</p> <p>12 any recollection about Ms. Key being approved to</p> <p>13 wear her locked hair in a bun or something</p> <p>14 similar to a bun?</p> <p>15 MS. BROWN: Object to the form.</p> <p>16 MR. MILLER: Object to the form.</p> <p>17 A. Okay. A couple of things. I never</p> <p>18 saw the picture they're talking about here. I</p> <p>19 know that for a fact.</p> <p>20 I do recall that there was some</p> <p>21 discussion about going to a hairdresser, about</p> <p>22 getting some changes made and wearing them in a</p> <p>23 certain style. That did take place between</p>	<p>Page 72</p> <p>1 Ms. Howell is?</p> <p>2 A. I think Ms. Howell was one of our</p> <p>3 officers that worked at Hyundai.</p> <p>4 Q. So she says, Ms. Howell entered the</p> <p>5 security office and asked if we knew when Ms. Key</p> <p>6 was due. Do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. So is she discussing her</p> <p>9 pregnancy here?</p> <p>10 MS. BROWN: Object to the form.</p> <p>11 MR. MILLER: Object to the form.</p> <p>12 MR. REDMOND: Same objection to form.</p> <p>13 A. Obviously.</p> <p>14 Q. Why is it important to know when Ms.</p> <p>15 Key is due?</p> <p>16 MS. BROWN: Object to the form.</p> <p>17 MR. MILLER: Object to the form.</p> <p>18 MR. REDMOND: Object to the form.</p> <p>19 A. As far as I'm concerned, it's not</p> <p>20 important. She's just -- it sounds like just</p> <p>21 plain old garden variety gossip to me. It's</p> <p>22 just, you know, security officers talk all the</p> <p>23 time, so it's just -- they're just letting them</p>

<p>Page 73</p> <p>1 know.</p> <p>2 Q. Was Ms. Robinson aware that Ms. Key</p> <p>3 was filing a complaint against Ms. Robinson and</p> <p>4 Ms. Williams?</p> <p>5 MS. BROWN: Object to the form.</p> <p>6 MR. MILLER: Object to the form.</p> <p>7 MR. REDMOND: Object to the form.</p> <p>8 A. I believe so, yes.</p> <p>9 Q. I'm going to show you some e-mails,</p> <p>10 and I believe that you are the sender, the</p> <p>11 recipient, or copied on all of these. And I know</p> <p>12 the print is super small, and I apologize about</p> <p>13 that, but that's how it came to us.</p> <p>14 MS. BROWN: Do you have the number</p> <p>15 for us?</p> <p>16 MS. PALMER: 39. Sorry.</p> <p>17 MS. BROWN: Thank you.</p> <p>18 A. Okay.</p> <p>19 Q. (BY MS. PALMER:) So the bottom part</p> <p>20 of Exhibit 39, because e-mails go backwards, so</p> <p>21 this is dated July 31st from Gloria Robinson to a</p> <p>22 number of people with you copied; is that</p> <p>23 correct?</p>	<p>Page 75</p> <p>1 paragraph for me, please, and let me know when</p> <p>2 you've read it.</p> <p>3 A. Okay.</p> <p>4 Q. Do you see there where she's</p> <p>5 discussing finding out that Ms. Key is pregnant?</p> <p>6 A. Uh-huh (positive response).</p> <p>7 MS. BROWN: Object to the form.</p> <p>8 Q. And she says that, I take issue with</p> <p>9 her working in the mailroom. Do you see that?</p> <p>10 MR. MILLER: Object to the form.</p> <p>11 MS. BROWN: Object to the form.</p> <p>12 MR. REDMOND: Same objection.</p> <p>13 A. Yes, I do.</p> <p>14 Q. As the recipient -- one of the</p> <p>15 recipients of this e-mail, what was your</p> <p>16 understanding about the issue with Ms. Key</p> <p>17 working in the mailroom?</p> <p>18 MR. MILLER: Object to the form.</p> <p>19 MS. BROWN: Object to the form.</p> <p>20 MR. REDMOND: Objection to form.</p> <p>21 A. The only issue would have been the</p> <p>22 lifting of the fifty pounds. Pregnancy had</p> <p>23 nothing to do with this.</p>
<p>Page 74</p> <p>1 A. That's what it says, yes, ma'am.</p> <p>2 Q. And the e-mail address that Ms.</p> <p>3 Robinson is using, was that e-mail address</p> <p>4 provided by Dynamic Security?</p> <p>5 MS. BROWN: Object to the form.</p> <p>6 MR. MILLER: Object to the form.</p> <p>7 A. That looks like an HMMA phone. You</p> <p>8 know, and, again, I know with my last employer,</p> <p>9 we provided them -- we provided the phone</p> <p>10 ourselves, and it could be that it was HMMA that</p> <p>11 provided that phone for her back then. I could</p> <p>12 have been mistaken earlier.</p> <p>13 But that address would have been the</p> <p>14 e-mail address, right? This is e-mail, right?</p> <p>15 Q. Yes, this is e-mail.</p> <p>16 A. The e-mail address, that's the e-mail</p> <p>17 address from her that we would have used.</p> <p>18 Q. I want to point you to the second</p> <p>19 paragraph of Ms. Robinson's e-mail. She says,</p> <p>20 Fast forward to today. She's talking about July</p> <p>21 31st, and the second sentence there -- well, the</p> <p>22 whole thing. She's talking about her -- read</p> <p>23 over the first couple of sentences, that first</p>	<p>Page 76</p> <p>1 Q. Would -- did Ms. Key say she couldn't</p> <p>2 lift fifty pounds?</p> <p>3 MS. BROWN: Object to the form.</p> <p>4 A. No.</p> <p>5 MR. MILLER: Object to form.</p> <p>6 A. No, she did not say she couldn't lift</p> <p>7 fifty pounds. There was a -- it looks like there</p> <p>8 was a request for a doctor's note to ensure that</p> <p>9 she would be able to do so.</p> <p>10 Q. Okay. If you'll flip for me two</p> <p>11 pages, it's going to be Dynamic-Key 80.</p> <p>12 A. Okay.</p> <p>13 Q. Does that look like a doctor's note?</p> <p>14 A. It does.</p> <p>15 Q. Okay. And what's the date on that</p> <p>16 doctor's note?</p> <p>17 A. July 28th, 2017.</p> <p>18 Q. Okay. And does it list that Ms. Key</p> <p>19 has any restrictions?</p> <p>20 MS. BROWN: Object to the form.</p> <p>21 A. No restrictions. No work limitations</p> <p>22 noted.</p> <p>23 Q. And this doctor's note was attached</p>

<p>Page 77</p> <p>1 to this e-mail, correct?</p> <p>2 A. That's what the e-mail states.</p> <p>3 Q. All right. I'm going to point you</p> <p>4 back to the e-mail, the very last paragraph. Ms.</p> <p>5 Robinson says, I'm asking for some assistance</p> <p>6 here. What recourse do I have with her? Did you</p> <p>7 have any involvement in answering Ms. Robinson</p> <p>8 about what recourse she had?</p> <p>9 A. I don't recall specifically. I mean,</p> <p>10 it's always possible, but I can tell you what I</p> <p>11 would have said, but I'm not sure whether I did</p> <p>12 or didn't say it to her either in person or on</p> <p>13 the phone or in e-mail or text or any other way.</p> <p>14 Q. What would you have said?</p> <p>15 A. Well, the issue here is the hairstyle</p> <p>16 only, and the only thing you need to be concerned</p> <p>17 about is the hairstyle. And if Ms. Williams</p> <p>18 was -- would not accept the hairstyle and Ms. Key</p> <p>19 could not -- they could not come to a meeting of</p> <p>20 the minds on that, then we have no choice but to</p> <p>21 follow the guidelines that we have and the</p> <p>22 request from Ms. Williams to remove her from the</p> <p>23 site.</p>	<p>Page 79</p> <p>1 get bent out of shape. Let's just see what we're</p> <p>2 supposed to do based on the policies. And when</p> <p>3 she would come around, we would do what we were</p> <p>4 supposed to do.</p> <p>5 She never actually supported the idea</p> <p>6 of having someone leave because they were</p> <p>7 pregnant, if that's what you're looking for.</p> <p>8 That's never happened.</p> <p>9 Q. But that's what the e-mail says, she</p> <p>10 takes issue --</p> <p>11 A. That's not what it says.</p> <p>12 MS. BROWN: Object to the form.</p> <p>13 MR. MILLER: Object to the form.</p> <p>14 MR. REDMOND: Object to the form.</p> <p>15 A. That's open to question, and I would</p> <p>16 not in any way -- I can tell you right now that</p> <p>17 no one was ever looked at for leaving because</p> <p>18 they were pregnant, period, not under my watch,</p> <p>19 no matter what Ms. Robinson said.</p> <p>20 Q. What could Ms. Key have done</p> <p>21 different for Ms. Robinson to not be concerned</p> <p>22 with her working in the mailroom?</p> <p>23 MS. BROWN: Object to the form.</p>
<p>Page 78</p> <p>1 Q. But looking back to this e-mail, it's</p> <p>2 clear that Ms. Robinson has an issue with the</p> <p>3 pregnancy.</p> <p>4 MS. BROWN: Object to the form.</p> <p>5 MR. MILLER: Object to the form.</p> <p>6 MR. REDMOND: Object to the form.</p> <p>7 A. But Ms. Robinson ultimately didn't</p> <p>8 make those kind of decisions. That decision was</p> <p>9 made by myself or by HMMA, and we would under no</p> <p>10 circumstances deny someone employment for being</p> <p>11 pregnant, period, end of story.</p> <p>12 Q. Was Ms. Robinson disciplined related</p> <p>13 to this?</p> <p>14 A. She was not. Not that I know of. I</p> <p>15 didn't discipline her over it. We may have</p> <p>16 discussed policy and those kinds of things, but</p> <p>17 it didn't rise to the form of the place of</p> <p>18 discipline.</p> <p>19 What I would have done, and did many</p> <p>20 times with Ms. Robinson over the time that I was</p> <p>21 with her, was calm her down and explain to her</p> <p>22 what the facts were, and that's all I needed.</p> <p>23 You don't need to get excited. You don't need to</p>	<p>Page 80</p> <p>1 MR. MILLER: Object to the form.</p> <p>2 MR. REDMOND: Same objection.</p> <p>3 A. I think Ms. Key followed the basic</p> <p>4 steps. I will say that -- and I'm not saying</p> <p>5 this about Ms. Key, but many times attitudes get</p> <p>6 involved, people don't listen to each other, and</p> <p>7 we're not always on the same page about things.</p> <p>8 So I don't know. I don't remember what happened</p> <p>9 specifically between Ms. Key other than what's on</p> <p>10 paper here.</p> <p>11 But I can tell you this: She would</p> <p>12 not have been let go for being pregnant.</p> <p>13 Q. But what's on paper here is an</p> <p>14 accurate depiction of what happened, right?</p> <p>15 MR. MILLER: Objection to form.</p> <p>16 MS. BROWN: Object to the form.</p> <p>17 MR. REDMOND: Objection.</p> <p>18 A. It is, but the innuendos that you're</p> <p>19 bringing out of it are not accurate.</p> <p>20 Q. That last sentence there, if she's</p> <p>21 due in five months, unless I cannot count, which</p> <p>22 I can't, she is already four months and didn't</p> <p>23 know it. Do you see that?</p>

<p>Page 81</p> <p>1 A. Okay. Yeah, I remember reading that 2 and -- 3 Q. So Ms. Robinson's referencing Ms. 4 Key's pregnancy? 5 A. But it's irrelevant. I'm telling you 6 it's irrelevant. Ms. Robinson didn't have the 7 power to let her go, and Ms. Robinson would have 8 been counseled. 9 And I've, like I said, counseled many 10 a supervisor on what their duties are when they 11 get, well, excuse the expression, get their 12 underwear in a wad about something. 13 Q. But Ms. Robinson was not disciplined 14 that you're aware of? 15 A. Not that I can remember. It wouldn't 16 have been a need to. Ms. Robinson was volatile 17 at times and would say things that once she 18 thought about it, probably shouldn't have said 19 that kind of thing. We all do it at times. 20 And Ms. Robinson was not advocating 21 that we get rid of Ms. Key for her being 22 pregnant, and she knew better than that. And I 23 guarantee you, my job was to make sure that</p>	<p>Page 83</p> <p>1 e-mail, before Ms. Spires sent this e-mail, did 2 Dynamic Security have a written policy from HMMA 3 or HEA about hair? 4 MS. BROWN: Object to the form. 5 MR. MILLER: Object to the form. 6 A. Yes. 7 Q. So if Dynamic has the policy, why is 8 she asking for it? 9 A. It was kept at the local office. 10 MS. BROWN: Object to the form. 11 MR. MILLER: I will object to the 12 form. 13 A. And she would not have -- necessarily 14 had it at HR, which was up in Muscle Shoals. 15 Q. Okay. Did you attach that policy to 16 this e-mail and send it back to her? 17 MS. BROWN: Object to the form. 18 A. I do not remember. 19 Q. If we don't have an e-mail that has 20 that policy attached, would that mean you 21 probably didn't? 22 A. Well, it's spelled out here in the 23 e-mail, and that would have been a copy of what's</p>
<p>Page 82</p> <p>1 didn't happen. So I promise it didn't happen. 2 Q. But she was ultimately removed from 3 the Hyundai property, right? 4 MS. BROWN: Object to the form. 5 A. Ms. Key? You're talking about Ms. 6 Key? 7 Q. Yes, Ms. Key. 8 A. She was ultimately removed at the 9 client's request. 10 Q. I'm going to show you Plaintiff's 11 Exhibit 38. And this is another string of 12 e-mails, so, again, it goes from the bottom to 13 the top. 14 I want to point you specifically to 15 the bottom of page Dynamic-Key 73. This is an 16 e-mail from Sherry Spires to you and others. Was 17 Sherry Spires human resources? 18 A. Yes. 19 Q. And she's asking here to make sure 20 there's a clear written policy from HMMA. Do you 21 see that? 22 A. Yes. 23 Q. Okay. So before she sent this</p>	<p>Page 84</p> <p>1 -- what we knew to be the policy. 2 Q. Now, the e-mail that you're 3 referencing is the top of Page 73 -- 4 A. Yes. 5 Q. -- which is an e-mail from Gloria 6 Robinson responding to Ms. Spires, right? 7 A. Yes. 8 Q. Okay. So that also didn't come from 9 a document at Dynamic's office. This came from 10 something Ms. Robinson put into this e-mail? 11 MS. BROWN: Object to the form. 12 MR. MILLER: Object to the form. 13 A. From HMMA, yes. 14 Q. And I want to point you to the end of 15 Ms. Spire's e-mail, so Page 074. Under the 16 section Re: Pregnancy, the last sentence there 17 says, I'm concerned that she might not have 18 mentioned the amount of weight she might have to 19 lift to her doctor. Do you see that? 20 A. Yes. 21 Q. So Ms. Spires is acknowledging that 22 she has concerns about Ms. Key's pregnancy? 23 MS. BROWN: Object to the form.</p>

<p>Page 85</p> <p>1 MR. MILLER: Object to the form.</p> <p>2 MR. REDMOND: Same objection.</p> <p>3 A. I would dispute that. I think that</p> <p>4 her -- it's clear enough it has to do with the</p> <p>5 amount of weight she has to lift, and that had</p> <p>6 nothing to do with her pregnancy.</p> <p>7 Q. Okay. And what's the date on this</p> <p>8 e-mail?</p> <p>9 A. The 2nd of August.</p> <p>10 Q. Okay. And by this time, Ms. Key has</p> <p>11 already provided a doctor's note that says she</p> <p>12 has no restrictions, right?</p> <p>13 A. She has, from the 28th of July.</p> <p>14 Q. Like four days earlier?</p> <p>15 A. Yes. And the concern stated in this</p> <p>16 e-mail is from Sherry, I'm concerned that she</p> <p>17 might not have mentioned the amount of weight she</p> <p>18 might have to lift to her doctor.</p> <p>19 So that clearly demonstrates that she</p> <p>20 was concerned about lifting weight, not about the</p> <p>21 pregnancy.</p> <p>22 Q. What would give concern that she</p> <p>23 would have lied about the weight?</p>	<p>Page 87</p> <p>1 A. How would I know if that's the only</p> <p>2 correction she received?</p> <p>3 Q. I'm asking aside from being copied on</p> <p>4 this e-mail -- and thank you for clarifying.</p> <p>5 Aside from being copied on this e-mail and seeing</p> <p>6 that Ms. Spires or Spires was reminding Gloria of</p> <p>7 this, did you do anything additional?</p> <p>8 A. I spoke to Ms. --</p> <p>9 MS. BROWN: Object to the form.</p> <p>10 A. -- Gloria Robinson every week,</p> <p>11 sometimes multiple times a week about any kind of</p> <p>12 issue that she was facing and helping to instruct</p> <p>13 her in the right way she should go as far as a</p> <p>14 supervisor is concerned. I can't imagine that I</p> <p>15 wouldn't have spoken to her about this.</p> <p>16 Now, whether I did or not, I mean,</p> <p>17 I'm not going to sit here under oath and say, I</p> <p>18 absolutely did. I'm going to say that's</p> <p>19 something I would normally do, yes.</p> <p>20 Q. If Ms. Robinson was making decisions</p> <p>21 about an employee because of their pregnancy,</p> <p>22 would that be a violation of Dynamic Security's</p> <p>23 harassment and discrimination policies?</p>
<p>Page 86</p> <p>1 MS. BROWN: Object to the form.</p> <p>2 MR. MILLER: Object to the form.</p> <p>3 MR. REDMOND: Same objection to form.</p> <p>4 A. Okay. What would give -- she who?</p> <p>5 Q. What would give Ms. Spires concern</p> <p>6 that Ms. Key would have lied about the weight to</p> <p>7 her doctor?</p> <p>8 MS. BROWN: Object to the form.</p> <p>9 MR. MILLER: Object to the form.</p> <p>10 MR. REDMOND: Object to the form.</p> <p>11 A. I don't know. You would have to talk</p> <p>12 to Ms. Spires about that. I would think that she</p> <p>13 was just -- well, my opinion doesn't matter in</p> <p>14 this situation. It's --</p> <p>15 Q. And then that last paragraph there,</p> <p>16 Gloria, keep in mind a prospective employee does</p> <p>17 not have to disclose a medical condition. Do you</p> <p>18 see that?</p> <p>19 A. Yes.</p> <p>20 Q. Is this the only correction Ms.</p> <p>21 Robinson received?</p> <p>22 A. I have no --</p> <p>23 MS. BROWN: Object to the form.</p>	<p>Page 88</p> <p>1 MS. BROWN: Object to the form.</p> <p>2 MR. MILLER: Object to the form.</p> <p>3 A. I suppose it means -- it depends on</p> <p>4 what you mean by decisions.</p> <p>5 Q. If they were -- if Ms. Robinson</p> <p>6 removed her from a position, removed an employee</p> <p>7 from a position because of pregnancy.</p> <p>8 MS. BROWN: Same objection.</p> <p>9 A. Again, that depends on what you mean</p> <p>10 by removed from a position. She could change a</p> <p>11 person from the mailroom to the gate, or she had</p> <p>12 the responsibility and the ability to change</p> <p>13 their location of where they worked at Hyundai</p> <p>14 when she was supervising.</p> <p>15 Q. And if she did any of that, any of</p> <p>16 that that you just mentioned because of an</p> <p>17 employee's pregnancy, would that be covered under</p> <p>18 Dynamic Security's harassment and discrimination</p> <p>19 policies?</p> <p>20 MS. BROWN: Object to the form.</p> <p>21 MR. MILLER: Object to the form.</p> <p>22 MR. REDMOND: Same objection to form.</p> <p>23 A. I think you're nitpicking here,</p>

<p>Page 89</p> <p>1 because the pregnancy has nothing to do with 2 those policies other than it would have to do 3 with her safety or with her ability to lift fifty 4 pounds or to be out in the hot sun or whatever. 5 I don't know. 6 I mean, these policies are about 7 hiring and firing, and within any kind of 8 security site, there are times when certain -- 9 there are certain times when people can't meet 10 the physical standards that are met that they 11 could be moved to another -- we've had people 12 that were -- had difficulties breathing, that you 13 wouldn't put in a particular site where there was 14 -- you would move them to a different location so 15 that they could continue to work. 16 I mean, there's a million different 17 scenarios. I mean, I don't know what you're 18 trying to get at, but it's no. 19 Q. I appreciate that. But if in a 20 situation like this where there is a doctor's 21 note that says no restrictions, okay? 22 A. Uh-huh (positive response). 23 Q. And if Ms. Robinson had a doctor's</p>	<p>Page 91</p> <p>1 A. You're comparing apples and oranges. 2 The pregnancy has got nothing to do with it. I 3 mean, a person either has the physical ability to 4 do the job or not, and if Ms. Robinson was 5 concerned about Ms. Key's situation because of a 6 physical situation because she couldn't lift the 7 weight, she would have had the right, probably 8 unquestioned right, to switch her to a different 9 position as long as the pay was the same or 10 similar and as long as the -- as it was discussed 11 with the employee and it was explained to the 12 employee and all -- I mean, it's not -- you know, 13 there's no -- I don't know if there's a written 14 policy about that kind of thing other than what a 15 person can physically handle or not handle. 16 Q. And is there any indication here that 17 Ms. Key could not have physically handled the 18 requirements of the mailroom at Hyundai? 19 MS. BROWN: Object to the form. 20 MR. MILLER: Object to the form. 21 A. There is nothing that I've seen that 22 says so. But also I'm going to add that that's 23 irrelevant as far as Dynamic Security is</p>
<p>Page 90</p> <p>1 note that said no restrictions -- 2 A. Uh-huh (positive response). 3 Q. -- but then made changes to an 4 employee's work assignment because she was 5 concerned personally about the person's 6 pregnancy -- 7 A. Uh-huh (positive response). 8 Q. -- would that be a violation of 9 Dynamic's policies? 10 MS. BROWN: Object to the form. 11 MR. MILLER: Object to the form. 12 A. Okay. Now -- look, you're asking a 13 -- that question is just out of bounds, because 14 we're not going to change somebody's position 15 just because they're pregnant, okay? 16 That's not Dynamic's policy to change 17 somebody's position just because they're 18 pregnant, no, it is not their policy to do that. 19 Q. So if that was done, it would be a 20 violation of Dynamic's policy? 21 MS. BROWN: Object to form. 22 MR. MILLER: Object to form. 23 MR. REDMOND: Objection to form.</p>	<p>Page 92</p> <p>1 concerned, because she was let go because Hyundai 2 didn't want her on the site because of 3 hairstyles. 4 Q. If you will flip for me to Page 75 of 5 that document that you have. 6 A. Uh-huh (positive response). 7 Q. This top part is an e-mail from you, 8 right, to Sherry? 9 A. Uh-huh (positive response), yes. 10 Q. And that second sentence, Gloria, if 11 you could get a copy of the actual policy. Do 12 you see that? 13 A. Yes. 14 Q. Okay. So is this -- are you asking 15 for the policy that you said Dynamic already had? 16 A. I'm asking for the policy from HMMA 17 in writing from them. Dynamic's policies -- you 18 know, again, I know at Dothan I had the actual -- 19 I actually got the policy from HMMA, and I took 20 it with me and used it when I interviewed people 21 to go there. 22 I don't -- I just know we had this 23 written down. Whether it's Dynamic Security</p>

<p>Page 93</p> <p>1 forms or not, we had the policies written down. 2 So this is -- what I was asking her for was 3 specifically from Hyundai so there would not be 4 any question about the policies, because they're 5 the current ones. 6 Sometimes policies do change from 7 time to time, so this was the current policy that 8 she was given at the time this situation took 9 place. 10 Q. Okay. And aside from providing the 11 text that is at the top of Page 73, did Ms. 12 Robinson provide you anything else in response to 13 you asking for the policy? 14 A. All I know about is what's here. I 15 don't know about anything else. 16 Q. Okay. Let me show you Plaintiff's 17 Exhibit 40. 18 A. Okay. There you go. I'm sorry. I 19 did get this Bates statement. 20 Q. That's okay, and I'm not trying to 21 catch you in any lies. It's been -- like you 22 said, it's been five years. I don't think I 23 remember what I had for breakfast yesterday, so</p>	<p>Page 95</p> <p>1 THE WITNESS: I'm sorry. I know you 2 have to write down everything I say. I've been 3 mumbling. I'm sorry. I did interview Ms. Keys. 4 Q. (BY MS. PALMER:) So in this e-mail 5 to Ms. Spires, what was the purpose of this 6 e-mail? Let me ask it that way. What was the 7 purpose of you sending this e-mail to Ms. Spires? 8 A. Keeping HR informed about what was 9 going on. 10 Q. So would this have been the first 11 e-mail that went out related to Ms. Key's 12 complaint to HR? 13 MR. MILLER: Object to the form. 14 MS. BROWN: Object to the form. 15 A. Concerning the official complaint, I 16 would assume so, because it's August 1st. 17 Q. Okay. 18 A. Which is when this complaint is 19 dated, and that same day, I would have sent it to 20 HR. 21 Q. Okay. And then the last sentence in 22 that first paragraph, you say that you've 23 interviewed Ms. Keys, and she's repeatedly stated</p>
<p>Page 94</p> <p>1 that's why we've got these documents, so we can 2 try to narrow it down. 3 A. That's why I'm careful with them to 4 make sure they say what I mean. 5 Q. Let's look at this document, 6 Plaintiff's Exhibit 40. And this is an e-mail 7 from you to Ms. Spires, right? 8 A. That's correct. 9 Q. Okay. And then T. Peeples, who is T. 10 Peeples? 11 A. He was a site supervisor, I think, 12 out at Koch Foods maybe, I think. Yeah, I think 13 that's right. 14 Q. Why would he have been copied on this 15 e-mail? 16 A. If that's who that is, it would have 17 -- he was one of the positions we were looking to 18 move her to. 19 Q. Okay. 20 A. I think, if that's the case. Again, 21 I may be mistaken about that. 22 So I did interview -- 23 THE REPORTER: Say that again.</p>	<p>Page 96</p> <p>1 that she has no issues with Dynamic Security. Do 2 you see that? 3 A. Yes. 4 Q. What would her issues have been with 5 Dynamic Security? 6 MR. MILLER: Object to the form. 7 MR. REDMOND: Same objection to form. 8 Q. That may have been a bad question. 9 Let me ask it this way. When they all object 10 like that and then you give me that look, I think 11 I know. 12 Did you ask Ms. Key if she had any 13 issues with Dynamic Security? 14 A. It came up in the conversation, 15 obviously, or I would not have said that she had 16 no issues with Dynamic Security. 17 Q. Okay. Do you recall how it came up? 18 A. Well, it's just in the idea that she 19 was letting me know that Hyundai was the issue, 20 and Hyundai's policies were the issue, but that 21 in her mind, we were treating her fair. 22 Q. Okay. Do you think you would have 23 asked her, Do you have any issues with Dynamic?</p>

<p style="text-align: right;">Page 101</p> <p>1 policies that they had agreed to or if they</p> <p>2 couldn't work a particular site, but not</p> <p>3 connected with the complaint. They don't connect</p> <p>4 it with the complaint.</p> <p>5 The complaint is never a reason to</p> <p>6 let somebody go, okay? Does that answer your</p> <p>7 question?</p> <p>8 Q. Did you receive training from Dynamic</p> <p>9 Security about how to respond to complaints like</p> <p>10 this?</p> <p>11 A. Yes, of course.</p> <p>12 Q. Okay. And did that training include</p> <p>13 non-retaliation provisions?</p> <p>14 A. Yes, yes, yes. Of course.</p> <p>15 Q. And do you understand from that</p> <p>16 training that not reassigning someone or not</p> <p>17 providing someone -- let me ask it this way: Do</p> <p>18 you understand from that training that not</p> <p>19 offering someone another position would be</p> <p>20 retaliation?</p> <p>21 A. It could be -- it could be termed</p> <p>22 that way, yes.</p> <p>23 Q. It could be. When would it not be?</p>	<p style="text-align: right;">Page 103</p> <p>1 Ultimately, what we did was offered her at least</p> <p>2 two positions.</p> <p>3 Q. Did you offer her full-time</p> <p>4 positions?</p> <p>5 A. We didn't have any full-time</p> <p>6 positions available at the time.</p> <p>7 Q. In the entire -- so if this happened</p> <p>8 August 1st and you left -- when were you</p> <p>9 terminated, September 1st?</p> <p>10 A. September 1st, around September 1st,</p> <p>11 yeah.</p> <p>12 Q. So in that entire thirty days, did</p> <p>13 you offer Ms. Key a full-time position anywhere?</p> <p>14 A. I do not know. I do not remember.</p> <p>15 Q. Let me show you Plaintiff's Exhibit</p> <p>16 41.</p> <p>17 MR. REDMOND: What's the date on</p> <p>18 that, Mr. Cureton?</p> <p>19 THE WITNESS: August 1st.</p> <p>20 Q. (BY MS. PALMER:) Is Exhibit 41 --</p> <p>21 what was the purpose of your e-mail to Sherry in</p> <p>22 Exhibit 41?</p> <p>23 A. Informing her of the -- of this</p>
<p style="text-align: right;">Page 102</p> <p>1 A. I guess ultimately when it didn't</p> <p>2 happen. I mean, you could take somebody's word</p> <p>3 or somebody's statement or somebody's</p> <p>4 off-the-cuff remark or even a remark like this in</p> <p>5 this e-mail and make much more of it than it</p> <p>6 actually was. We did offer her other positions.</p> <p>7 Q. Did you offer --</p> <p>8 A. This is part of -- this is part of</p> <p>9 bringing everyone into the situation. So HR, who</p> <p>10 ultimately has responsibility for these things,</p> <p>11 can advise and give good advice in reference to</p> <p>12 this so that there's no question about what we do</p> <p>13 or how we operate.</p> <p>14 So I simply was asking a question of</p> <p>15 the HR manager about what it is we're going to</p> <p>16 do. So if I misunderstood something or -- I</p> <p>17 don't know. But anyway, it's immaterial</p> <p>18 basically, because it didn't happen.</p> <p>19 Q. So in response to your question for</p> <p>20 guidance or thoughts, do you recall what guidance</p> <p>21 or thoughts you received?</p> <p>22 A. There's probably an e-mail somewhere</p> <p>23 that gave me the guidance or thoughts.</p>	<p style="text-align: right;">Page 104</p> <p>1 particular case and making sure she was aware of</p> <p>2 all the information that was necessary for her to</p> <p>3 advise.</p> <p>4 Q. You see down at the very last</p> <p>5 sentence of Ms. Williams' e-mail, I foresee an</p> <p>6 issue down the road with this person?</p> <p>7 A. Yes.</p> <p>8 Q. As the recipient of this e-mail, what</p> <p>9 did you understand that to mean?</p> <p>10 MS. BROWN: Object to the form.</p> <p>11 MR. MILLER: Object to the form.</p> <p>12 MR. REDMOND: Same objection to form.</p> <p>13 A. That was an opinion from Ms. Williams</p> <p>14 about potential issues. It didn't -- she didn't</p> <p>15 specify what those issues were.</p> <p>16 Typically, she would tell me, Oh, the</p> <p>17 person has got an attitude or something like</p> <p>18 that. But in this specific instance here, I'm</p> <p>19 sure she was talking about, as she says in the</p> <p>20 e-mail, about her ability to lift boxes. And</p> <p>21 also, as we know, about -- ultimately, about the</p> <p>22 hair situation, the appearance standards.</p> <p>23 Q. And so you've mentioned her lifting</p>


<p style="text-align: right;">Page 105</p> <p>1 the boxes and the hair. Do you see there that</p> <p>2 she's also saying she's being discriminated</p> <p>3 against because she's pregnant?</p> <p>4 MR. MILLER: Object to the form.</p> <p>5 MR. REDMOND: Same objection.</p> <p>6 MS. BROWN: Same.</p> <p>7 MR. REDMOND: Which Bates page are</p> <p>8 you looking at?</p> <p>9 MS. PALMER: 85, the second</p> <p>10 paragraph, second sentence.</p> <p>11 MR. REDMOND: Is there a question</p> <p>12 pending?</p> <p>13 Q. (BY MS. PALMER:) Oh, yeah, I was</p> <p>14 just asking do you see there that among the list</p> <p>15 of things that Ms. Williams has provided, she</p> <p>16 also mentions she's being discriminated against</p> <p>17 because she's pregnant?</p> <p>18 MR. MILLER: Object to form.</p> <p>19 MS. BROWN: Object to form.</p> <p>20 MR. REDMOND: Same objection to form.</p> <p>21 A. Ms. Key is saying that in the e-mail?</p> <p>22 Is that what you're asking me?</p> <p>23 Q. Well, no. The e-mail is from Ms.</p>	<p style="text-align: right;">Page 107</p> <p>1 you see that?</p> <p>2 A. Correct.</p> <p>3 Q. Why would Ms. Key have been</p> <p>4 terminated?</p> <p>5 A. Well, if there were other breaking of</p> <p>6 policies -- all right. To be very careful how I</p> <p>7 say this, she can request that she be terminated.</p> <p>8 Gloria had the right to request either</p> <p>9 termination or reassignment.</p> <p>10 Q. Okay.</p> <p>11 A. Okay? That doesn't mean that she</p> <p>12 could do that. That was my job.</p> <p>13 Q. But she had the right to request it?</p> <p>14 A. She could request it, yes. You never</p> <p>15 --</p> <p>16 Q. Exhibit 28, do you recognize Exhibit</p> <p>17 28?</p> <p>18 A. Yes, that's my handwriting.</p> <p>19 Q. So you completed these forms?</p> <p>20 A. I did.</p> <p>21 Q. On what date?</p> <p>22 A. 1st of August.</p> <p>23 Q. And that's the same date we've been</p>
<p style="text-align: right;">Page 106</p> <p>1 Williams, correct?</p> <p>2 A. Yes, it's from Ms. Williams.</p> <p>3 Q. So --</p> <p>4 A. Okay. So that Ms. Williams</p> <p>5 understood that Ms. Key was claiming that she was</p> <p>6 being discriminated against because she's</p> <p>7 pregnant? Is that what you're saying?</p> <p>8 MR. MILLER: Object to the form.</p> <p>9 MS. BROWN: Object to the form.</p> <p>10 Q. Yes.</p> <p>11 A. Yeah.</p> <p>12 Q. And is this the e-mail where Ms.</p> <p>13 Williams asks that Ms. Key be removed from the</p> <p>14 site?</p> <p>15 A. Yes.</p> <p>16 Q. And that was August 1st?</p> <p>17 A. Correct.</p> <p>18 Q. 2017. Flip for me to the next page,</p> <p>19 Page 86. This is, I think, a continuation of</p> <p>20 these e-mails. The very last sentence from you,</p> <p>21 bottom line, If her hair is not up to HMMA</p> <p>22 standards, you have every right to send her to us</p> <p>23 for termination or an assignment elsewhere. Do</p>	<p style="text-align: right;">Page 108</p> <p>1 talking about on these e-mails?</p> <p>2 A. Yes, yes.</p> <p>3 Q. Did Ms. Key sign these forms?</p> <p>4 A. She did not. There's no place for</p> <p>5 her to sign them.</p> <p>6 Q. And you didn't request that she sign</p> <p>7 the forms?</p> <p>8 A. I don't recall.</p> <p>9 Q. Do you recall whether you presented</p> <p>10 both of these job opportunities to Ms. Key at one</p> <p>11 time?</p> <p>12 A. They were both presented at the same</p> <p>13 time, I'm sure, yeah.</p> <p>14 Q. Okay.</p> <p>15 A. I --</p> <p>16 Q. Would that have been in person or</p> <p>17 over the phone?</p> <p>18 MR. REDMOND: Objection. Asked and</p> <p>19 answered.</p> <p>20 A. I don't remember. Most likely, it</p> <p>21 would have been in person, though. I mean, I</p> <p>22 can't imagine -- I don't know. I don't know</p> <p>23 which I did. I don't know.</p>

<p style="text-align: right;">Page 121</p> <p>1 have those, although they could review them, and</p> <p>2 that's the -- that was the case the whole time I</p> <p>3 was at Dynamic, and that happened -- that request</p> <p>4 happened multiple times is probably why I asked</p> <p>5 the question. People were always asking to take</p> <p>6 their reports with them.</p> <p>7 Q. Plaintiff's 45.</p> <p>8 MS. BROWN: 45?</p> <p>9 MS. PALMER: 45.</p> <p>10 Q. (BY MS. PALMER:) Have you seen</p> <p>11 Plaintiff's Exhibit 45 before?</p> <p>12 A. Well, since I sent it, yes, I've seen</p> <p>13 it, I guess.</p> <p>14 Q. Okay. And what is Plaintiff's 45?</p> <p>15 Why did you send this e-mail to Ms. Spires and</p> <p>16 Ms. Riddle?</p> <p>17 A. Well, obviously, they asked</p> <p>18 questions, and so I answered the questions.</p> <p>19 Q. Number 4 there, it says, I have</p> <p>20 included the refusal of assignment forms, but as</p> <p>21 I stated, I requested, and then it stops.</p> <p>22 A. Yeah, that's just the -- you know how</p> <p>23 you revise a sentence and then part of it stays</p>	<p style="text-align: right;">Page 123</p> <p>1 A. August 29th, 2017.</p> <p>2 Q. And so as of this e-mail, August</p> <p>3 29th, we're roughly twenty-nine days after she's</p> <p>4 been removed from Hyundai. Were the two offers</p> <p>5 in the refusal forms that we saw earlier the only</p> <p>6 positions that had been offered to her at that</p> <p>7 point that you can recall?</p> <p>8 MS. BROWN: Object to the form.</p> <p>9 A. Well, I can only recall them because</p> <p>10 I've got the paperwork, so we could have verbally</p> <p>11 -- we could have easily verbally talked to her</p> <p>12 about other things, but I don't know that we did.</p> <p>13 Q. If you had verbally offered her</p> <p>14 another position and she had turned it down,</p> <p>15 would you have completed an assignment refusal</p> <p>16 form?</p> <p>17 MS. BROWN: Object to the form.</p> <p>18 MR. REDMOND: Object to the form.</p> <p>19 MR. MILLER: Object to the form.</p> <p>20 A. Well, at the time that the situation</p> <p>21 was going on, things were pretty much in turmoil</p> <p>22 just across the branch, and there was -- thinking</p> <p>23 about it now, there were several other sites that</p>
<p style="text-align: right;">Page 122</p> <p>1 on that you didn't mean to stay on. I don't know</p> <p>2 what that means other than, you know, that's just</p> <p>3 a in a hurry kind of thing.</p> <p>4 Q. So you don't have any recollection of</p> <p>5 what you had intended to put there or what you</p> <p>6 had changed?</p> <p>7 A. Yeah, I don't know.</p> <p>8 Q. And then you attached to this e-mail</p> <p>9 Ms. Key's original complaint. Do you see that,</p> <p>10 FYI, I also included?</p> <p>11 A. Yes, ma'am.</p> <p>12 Q. Why did you send another copy of Ms.</p> <p>13 Key's original complaint?</p> <p>14 A. To make it easier for her. She</p> <p>15 didn't have to go looking for anything. It's</p> <p>16 right there so she can see it.</p> <p>17 Q. Did Ms. Key's complaint have anything</p> <p>18 to do with her employment case -- unemployment</p> <p>19 case?</p> <p>20 A. No.</p> <p>21 MR. REDMOND: Object to the form.</p> <p>22 A. No, no. No.</p> <p>23 Q. What's the date on this e-mail?</p>	<p style="text-align: right;">Page 124</p> <p>1 needed immediate attention. So I may have been</p> <p>2 getting ready to do that, and then, like I said,</p> <p>3 the next week I was gone. So I can't -- they</p> <p>4 would be the standard policy to do that, yes.</p> <p>5 Q. Okay. And, again, Ms. Key says that</p> <p>6 she was not offered any positions. So you</p> <p>7 dispute that?</p> <p>8 A. Well, she was offered the two</p> <p>9 positions that are refused on the paperwork, but</p> <p>10 I don't know about any -- if she was offered</p> <p>11 anything else or not. As of the 14th, we didn't</p> <p>12 have anything else to offer her, and -- well, the</p> <p>13 paperwork speaks for itself.</p> <p>14 Q. You said that the branch was in</p> <p>15 turmoil. What was going on at the branch?</p> <p>16 A. Well, we had let go several managers</p> <p>17 in the organization, and so there was a new site</p> <p>18 out in Selma that was causing a lot of uproar.</p> <p>19 It was a consuming a lot of time for me trying to</p> <p>20 find a field supervisor at the time, some things</p> <p>21 that were going on, just normal security business</p> <p>22 kind of things that were happening.</p> <p>23 Q. What was the new site in Selma?</p>

<p style="text-align: right;">Page 125</p> <p>1 A. It was -- I think it was either Bush</p> <p>2 Hog or Honda Locks. I think Honda Locks may have</p> <p>3 been what it was.</p> <p>4 Q. And was Dynamic Security offering</p> <p>5 security services at that site?</p> <p>6 A. Yes. We had picked up the site just</p> <p>7 within a few weeks before this whole situation</p> <p>8 took place, yeah.</p> <p>9 Q. Was Dynamic Security offering any</p> <p>10 other services or just security?</p> <p>11 A. Just security.</p> <p>12 Q. So I ask, because, you know, Ms. Key</p> <p>13 was assigned to the mailroom at the Hyundai</p> <p>14 facility.</p> <p>15 A. Uh-huh (positive response).</p> <p>16 Q. So were those types of services that</p> <p>17 would be offered for Bush Hog or Honda Locks --</p> <p>18 A. No.</p> <p>19 Q. -- or was it just on-site security?</p> <p>20 MR. MILLER: Object to the form.</p> <p>21 A. It was just on-site security.</p> <p>22 Q. Was Ms. Key qualified to work on-site</p> <p>23 security?</p>	<p style="text-align: right;">Page 127</p> <p>1 mean, within --</p> <p>2 MS. BROWN: Object to the form.</p> <p>3 A. I worked there from April, and I</p> <p>4 guess it must have been around October, November</p> <p>5 timeframe that -- and, you know, I could go look</p> <p>6 it up, but I want to say October, November</p> <p>7 timeframe that Dothan Security took it over.</p> <p>8 Q. Of 2021?</p> <p>9 A. Of 2021, yes.</p> <p>10 Q. Okay. Did you participate at all in</p> <p>11 the EEOC response letter that Dynamic provided?</p> <p>12 MR. REDMOND: Object to the form,</p> <p>13 just participate.</p> <p>14 A. I don't recall.</p> <p>15 Q. Do you remember if Ms. Riddle asked</p> <p>16 you specific questions or asked you for specific</p> <p>17 information to respond to Ms. Key's EEOC charge?</p> <p>18 A. I don't know if that's the generation</p> <p>19 of Exhibit 45 or not. It might be. It may have</p> <p>20 been where that came from. I see she is copied</p> <p>21 on that e-mail, so I don't know, on the</p> <p>22 unemployment rebuttal thing there. I don't know.</p> <p>23 I mean, you would have to ask her. I don't know.</p>
<p style="text-align: right;">Page 126</p> <p>1 A. Yes, she was.</p> <p>2 Q. Was she offered any position at Bush</p> <p>3 Hog or Honda Locks?</p> <p>4 A. I do not recall.</p> <p>5 Q. The -- after you left -- sorry.</p> <p>6 After Dynamic terminated you, you took some time</p> <p>7 off. You said you semi-retired --</p> <p>8 A. Uh-huh (positive response).</p> <p>9 Q. -- and then you went to work for</p> <p>10 Dothan Security, and you mentioned that Dothan</p> <p>11 then picked up the Hyundai contract.</p> <p>12 A. Correct.</p> <p>13 Q. So was it the same job, same duties,</p> <p>14 same positions?</p> <p>15 A. Same job, same duties, same people in</p> <p>16 charge as far as our contacts at Hyundai were</p> <p>17 concerned, at least at the level of the</p> <p>18 operations manager. Ms. Williams was still in</p> <p>19 charge just like she was back in 2017.</p> <p>20 Q. And do you have any recollection of</p> <p>21 when that happened, when Dothan took the contract</p> <p>22 for Hyundai?</p> <p>23 A. Yeah. It's just been recently, I</p>	<p style="text-align: right;">Page 128</p> <p>1 Q. Do you recall telling Ms. Riddle or</p> <p>2 presenting to Ms. Riddle that Ms. Key was</p> <p>3 uncommunicative? Does that sound familiar?</p> <p>4 A. Well, it does, because I haven't said</p> <p>5 this the whole time, but sometimes attitudes do</p> <p>6 come across where people -- I did say earlier</p> <p>7 they don't listen or they're not interested in</p> <p>8 conversation. They're interested in telling you</p> <p>9 what they think or what they want and not</p> <p>10 hearing, and it goes both directions, and</p> <p>11 sometimes that happened.</p> <p>12 It could have happened in this case.</p> <p>13 Ms. Key seemed like a pretty intense lady, if I</p> <p>14 remember properly.</p> <p>15 Q. Do you have any recollection of</p> <p>16 attempting to contact Ms. Key and Ms. Key not</p> <p>17 responding?</p> <p>18 A. I have no recollection. That didn't</p> <p>19 mean I didn't do it, but unless I -- unless I</p> <p>20 stated it somewhere in writing, I don't recall</p> <p>21 off the top of my head.</p> <p>22 MS. PALMER: That's all I have.</p> <p>23 MR. REDMOND: I'll let them go first.</p>

<p>1 time asking you questions about it, I just want</p> <p>2 to ask do you have any familiarity with this type</p> <p>3 of report?</p> <p>4 A. It looks like the assignment report</p> <p>5 for -- yeah, I mean, similar things, yeah.</p> <p>6 Q. Is this a report that you would have</p> <p>7 authority to run when you were employed by</p> <p>8 Dynamic, to run or review?</p> <p>9 A. I don't remember -- I don't recall</p> <p>10 ever running one of these.</p> <p>11 Q. Would you ever review a report like</p> <p>12 this?</p> <p>13 A. No. This is --</p> <p>14 Q. Because you're a bit equivocal, I'll</p> <p>15 go ahead and ask my questions. And I'll admit</p> <p>16 this as HMMA 5.</p> <p>17 (Defendant's Exhibit 5 was marked for</p> <p>18 identification and a copy of same is attached</p> <p>19 hereto.)</p> <p>20 Q. What's your understanding of the</p> <p>21 purpose of this report?</p> <p>22 A. I'm not a hundred percent sure. It</p> <p>23 looks like Ms. Williams verifying schedules and</p>	<p>Page 145</p> <p>1 Q. And he was assigned to work under the</p> <p>2 contract for which Cassandra Williams was your</p> <p>3 client contact?</p> <p>4 MR. MILLER: Object to the form.</p> <p>5 A. That is correct.</p> <p>6 Q. And Ms. -- it appears there that</p> <p>7 Hyundai Engineering America, Inc. is listed as</p> <p>8 your client, as Dynamic's client, correct?</p> <p>9 MS. PALMER: Object to the form.</p> <p>10 A. That is correct.</p> <p>11 Q. And keeping in mind that no such</p> <p>12 agreement has been produced or found to exist in</p> <p>13 this lawsuit, are you specifically aware of any</p> <p>14 agreement directly between Dynamic and HMMA?</p> <p>15 A. I've never seen anything personally.</p> <p>16 Q. Has anyone ever told you that an</p> <p>17 agreement between Dynamic and HMMA specifically</p> <p>18 exists?</p> <p>19 A. Such was assumed by those of us</p> <p>20 underlings who don't rise to the level of getting</p> <p>21 that information.</p> <p>22 Q. Right. Other than sloppily confusing</p> <p>23 HEA and HMMA because of their shared first name,</p>
<p>1 hours.</p> <p>2 Q. And if you are not familiar with this</p> <p>3 report, just say so. Just say, I have no</p> <p>4 experience with this report, with this type of</p> <p>5 report. But if you're not sure, then I'll ask</p> <p>6 you questions about it.</p> <p>7 A. Let's do it that way, because I'm not</p> <p>8 a hundred percent sure what this is right now.</p> <p>9 At the time I may have known or used it, but I</p> <p>10 don't recall what it was used for at this point.</p> <p>11 Q. Does it appear that the client's name</p> <p>12 is listed under the date field?</p> <p>13 A. Let's see. I don't see anything</p> <p>14 under the --</p> <p>15 Q. Under each date field beginning</p> <p>16 Tuesday, July 18th, 2017?</p> <p>17 A. Oh, Hyundai ENG. Okay. I see.</p> <p>18 Okay. Gotcha. Hyundai ENG America, Incorporated</p> <p>19 under each one of these, yeah.</p> <p>20 Q. And does this reflect -- are you</p> <p>21 familiar with James McBride, the Dynamic Security</p> <p>22 employee?</p> <p>23 A. Yes.</p>	<p>Page 146</p> <p>1 there's no basis to say that Dynamic ever</p> <p>2 contracted with HMMA, correct?</p> <p>3 MS. PALMER: Object to the form.</p> <p>4 MR. MILLER: Object to the form.</p> <p>5 A. I have no idea.</p> <p>6 Q. Other than Ms. Williams, did anyone</p> <p>7 ever request the removal of Ms. Key from the HMMA</p> <p>8 site?</p> <p>9 A. Not to my knowledge.</p> <p>10 Q. Every time today that you used the</p> <p>11 acronym HMMA as determining any term or condition</p> <p>12 of employment related to DSI's employees assigned</p> <p>13 there -- let me back up. Strike that.</p> <p>14 Any time today where you referenced</p> <p>15 HMMA as setting pay for the mailroom at HMMA's</p> <p>16 facility, do you have any evidence that HMMA</p> <p>17 directly set that pay versus HEA?</p> <p>18 A. I do not.</p> <p>19 Q. Every time you referenced HMMA as</p> <p>20 setting hours worked in the HMMA mailroom as</p> <p>21 assigned to Dynamic employees, do you have any</p> <p>22 evidence that HMMA directly set those hours</p> <p>23 worked?</p>

<p>1 whether a Dynamic employee or applicant would</p> <p>2 meet the appearance standards for the location?</p> <p>3 A. That's correct.</p> <p>4 MR. MILLER: That's all I have.</p> <p>5 Thank you.</p> <p>6 MR. REDMOND: I have just a few.</p> <p>7</p> <p>8 EXAMINATION</p> <p>9 BY MR. REDMOND:</p> <p>10 Q. Just to follow up on something that</p> <p>11 Mr. Miller just asked about, was it also your</p> <p>12 testimony that the client would decide who was</p> <p>13 going to be assigned by Dynamic to the Hyundai</p> <p>14 facility?</p> <p>15 MS. BROWN: Object to the form.</p> <p>16 MR. MILLER: Object to the form.</p> <p>17 A. The client would decide whether</p> <p>18 someone's appearance was acceptable or not, and</p> <p>19 they would be -- there were specific positions</p> <p>20 that Ms. Williams would state whether or not the</p> <p>21 person was acceptable or not acceptable, like the</p> <p>22 mailroom, a position as a lieutenant or working</p> <p>23 in the -- the monitoring room. What did they</p>	<p>Page 153</p> <p>1 e-mails. 29, 40, and 45.</p> <p>2 A. There's 45. 29 and what?</p> <p>3 Q. 29, 40, and 45.</p> <p>4 A. There's 40.</p> <p>5 Q. I will tell you 40 I see is -- yeah.</p> <p>6 29 is an earlier one.</p> <p>7 MS. BROWN: And it's not an e-mail.</p> <p>8 MR. REDMOND: You're right.</p> <p>9 Q. (BY MR. REDMOND:) 29 is the</p> <p>10 statement of Ms. Key or the -- well, I won't --</p> <p>11 A. Oh, the Bates. 29.</p> <p>12 Q. That's it.</p> <p>13 A. Okay. There you go.</p> <p>14 Q. All right. Let me show you starting</p> <p>15 with the last one, which is Exhibit 45, which is</p> <p>16 an e-mail that you sent to Sherry Spires on</p> <p>17 August the 29th.</p> <p>18 A. Okay.</p> <p>19 Q. If you look at the bottom, at the end</p> <p>20 of that e-mail, the paragraph or sentence that</p> <p>21 starts out FYI?</p> <p>22 A. Uh-huh (positive response).</p> <p>23 Q. You refer to her complaint as being a</p>
<p>1 call that position? She had to interview the</p> <p>2 people and sign off on their being up to speed</p> <p>3 for us to hire them for that -- those specific</p> <p>4 positions.</p> <p>5 Q. Let me show you what's already been</p> <p>6 put into evidence as Plaintiff's Exhibit 28. If</p> <p>7 you'll see, there's a date on the bottom. Can</p> <p>8 you read for us what that date is?</p> <p>9 A. My date that I --</p> <p>10 Q. Yes.</p> <p>11 A. 1 August 2017.</p> <p>12 Q. What does that date represent? Is it</p> <p>13 the date the position was offered, the date you</p> <p>14 filled out the form or both?</p> <p>15 A. In this case it would have been both.</p> <p>16 But, again, that's -- this all was -- yeah, it</p> <p>17 would have been both. In this particular --</p> <p>18 Q. Can I get you to pull up Exhibits 29,</p> <p>19 40, and 45? I know 45 was somewhat late in your</p> <p>20 examination.</p> <p>21 A. Okay. Let's just start from the</p> <p>22 beginning. You said 29?</p> <p>23 Q. I think all three of them are</p>	<p>Page 154</p> <p>1 complaint of what?</p> <p>2 A. A complaint of discrimination against</p> <p>3 HMMMA, Ms. Williams, and Gloria Robinson.</p> <p>4 Q. All right. And when you're</p> <p>5 referencing that complaint, are you talking about</p> <p>6 Exhibit 29 here?</p> <p>7 A. That is correct.</p> <p>8 Q. Okay. And on Exhibit 40, which is</p> <p>9 another e-mail from you, if you'll look again at</p> <p>10 the last sentence, last paragraph, you also make</p> <p>11 a reference to her complaint there. Do you see</p> <p>12 that?</p> <p>13 A. Yes, the official complaint of</p> <p>14 discrimination against Hyundai, Ms. Williams, and</p> <p>15 Ms. Robinson.</p> <p>16 Q. Yes. And you were reading as what it</p> <p>17 says there, how you characterize the complaint</p> <p>18 that Ms. Key had?</p> <p>19 A. That is correct.</p> <p>20 Q. Correct?</p> <p>21 A. Yes, sir.</p> <p>22 Q. And, again, are you referring to</p> <p>23 Exhibit 29 here?</p>

<p>Page 157</p> <p>1 A. Yes, sir.</p> <p>2 Q. Okay. And do you recall earlier</p> <p>3 today when you were shown Exhibit 29, you</p> <p>4 referred to this as a complaint of</p> <p>5 discrimination? Do you remember having said</p> <p>6 that?</p> <p>7 A. That's correct.</p> <p>8 Q. All right. And would that be a</p> <p>9 correct characterization of what this is, is it's</p> <p>10 a complaint of discrimination?</p> <p>11 A. That's what Ms. Key was doing.</p> <p>12 Q. The reason I asked that is at some</p> <p>13 point today, you said something about a complaint</p> <p>14 of harassment. You understand the difference</p> <p>15 between harassment and discrimination?</p> <p>16 A. I do.</p> <p>17 Q. All right. And having looked at</p> <p>18 those e-mails, et cetera, would it be more</p> <p>19 accurate to describe Ms. Key's complaint as one</p> <p>20 of discrimination as opposed to harassment?</p> <p>21 A. That is correct.</p> <p>22 MR. REDMOND: That's all I've got.</p> <p>23</p>	<p>Page 159</p> <p>1 we talked to. That's how that works.</p> <p>2 Q. Right. And if you working for the</p> <p>3 company, working for Dynamic Security for a long</p> <p>4 period of time, didn't know the difference</p> <p>5 between HMMA and HEA, is it safe to say that Ms.</p> <p>6 Key, who was stationed there for I think a total</p> <p>7 of four hours, wouldn't know the difference?</p> <p>8 MS. BROWN: Object to the form.</p> <p>9 MR. MILLER: Object to the form.</p> <p>10 A. That is an opinion, yeah. It</p> <p>11 makes --</p> <p>12 Q. Is it a reasonable inference to make?</p> <p>13 MR. MILLER: Object to the form.</p> <p>14 MS. BROWN: Object to the form.</p> <p>15 Q. You can answer.</p> <p>16 A. We all thought it was Hyundai.</p> <p>17 MS. PALMER: Thank you. I think</p> <p>18 we're done.</p> <p>19 VIDEOGRAPHER: All right. That will</p> <p>20 conclude our deposition then. The time is 12:24</p> <p>21 p.m.</p> <p>22 FURTHER DEPONENT SAITH NOT</p> <p>23</p>
<p>Page 158</p> <p>1 RE-EXAMINATION</p> <p>2 BY MS. PALMER:</p> <p>3 Q. Mr. Cureton, I just want to ask one</p> <p>4 follow-up here, and that's always our famous last</p> <p>5 words.</p> <p>6 A. Of course.</p> <p>7 Q. How long were you employed with</p> <p>8 Dynamic Security total?</p> <p>9 A. A little over a year.</p> <p>10 Q. And then when you went to work for</p> <p>11 Dothan, you still worked with the Hyundai</p> <p>12 facility, correct?</p> <p>13 A. Yes.</p> <p>14 Q. And you are just today learning that</p> <p>15 there's an entity called Hyundai Engineering</p> <p>16 America or Hyundai HEA; is that right?</p> <p>17 MR. MILLER: Object to the form.</p> <p>18 MS. BROWN: Object to the form.</p> <p>19 A. Everybody else may have realized it.</p> <p>20 I didn't realize it. It's as plain as the nose</p> <p>21 on your face in the paperwork, but I didn't catch</p> <p>22 it, because we just -- we talked in terms of</p> <p>23 Hyundai. That's who we worked for. That's who</p>	<p>Page 160</p> <p>1 C E R T I F I C A T E</p> <p>2</p> <p>3 STATE OF ALABAMA)</p> <p>4 JEFFERSON COUNTY)</p> <p>5</p> <p>6 I HEREBY CERTIFY that the above</p> <p>7 and foregoing transcript was taken down by me in</p> <p>8 stenotype, and the questions and answers thereto</p> <p>9 were transcribed by means of computer-aided</p> <p>10 transcription, and that the foregoing represents</p> <p>11 a true and correct transcript of the testimony</p> <p>12 given by said witness.</p> <p>13 I FURTHER CERTIFY that I am</p> <p>14 neither of counsel, nor of any relation to the</p> <p>15 parties to the action, nor am I anyway</p> <p>16 interested in the result of said cause.</p> <p>17</p> <p>18 </p> <p>19 /s/Tanya D. Cornelius</p> <p>20 TANYA D. CORNELIUS</p> <p>21 CCR No. 378</p> <p>22 Notary Expires 9/13/2026</p> <p>23</p>

<p style="text-align: right;">Page 1</p> <p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>2 FOR THE MIDDLE DISTRICT OF ALABAMA</p> <p>3 NORTHERN DIVISION</p> <p>4 CASE NUMBER</p> <p>5 2:19-CV-767-ECM-SMD</p> <p>6</p> <p>7 DAVITA M. KEY,</p> <p>8 Plaintiff,</p> <p>9 V.</p> <p>10 HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC;</p> <p>11 HYUNDAI ENGINEERING AMERICA, INC.; and DYNAMIC</p> <p>12 SECURITY, INC.,</p> <p>13 Defendants.</p> <p>14</p> <p>15</p> <p>16 DEPOSITION TRANSCRIPT OF</p> <p>17 ROBERT ANTHONY BURNS</p> <p>18</p> <p>19</p> <p>20 JUNE 22, 2022</p> <p>21 9:33 A.M.</p> <p>22</p> <p>23</p>	<p style="text-align: right;">Page 3</p> <p>1 that it shall not be necessary for any</p> <p>2 objections to be made by counsel to any</p> <p>3 questions, except as to form or leading</p> <p>4 questions and that counsel for the parties may</p> <p>5 make objections and assign grounds at the time</p> <p>6 of trial or at the time said deposition is</p> <p>7 offered in evidence, or prior thereto.</p> <p>8 IT IS FURTHER STIPULATED AND AGREED</p> <p>9 that notice of filing of the deposition by the</p> <p>10 Commissioner is waived.</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p>
<p style="text-align: right;">Page 2</p> <p>1 The deposition of ROBERT ANTHONY</p> <p>2 BURNS was taken before Tanya D. Cornelius, CCR,</p> <p>3 on June 22, 2022 by Heather Leonard, commencing</p> <p>4 at approximately 9:33 a.m., at RSA Dexter, 445</p> <p>5 Dexter Avenue, Suite 405, Montgomery, Alabama</p> <p>6 pursuant to the stipulations set forth herein.</p> <p>7</p> <p>8 S T I P U L A T I O N</p> <p>9 IT IS STIPULATED AND AGREED by and</p> <p>10 between the parties through their respective</p> <p>11 counsel that the deposition of ROBERT ANTHONY</p> <p>12 BURNS may be taken before Tanya D. Cornelius,</p> <p>13 CCR and Notary Public, State of Alabama at</p> <p>14 Large, at RSA Dexter, 445 Dexter Avenue, Suite</p> <p>15 405, Montgomery, Alabama, on June 22, 2022,</p> <p>16 commencing at approximately 9:33 a.m.</p> <p>17 IT IS FURTHER STIPULATED AND AGREED</p> <p>18 that the signature to and the reading of the</p> <p>19 by the witness is not waived, the deposition to</p> <p>20 have the same force and effect as if full</p> <p>21 compliance had been had with all laws and rules</p> <p>22 of Court relating to the taking of depositions.</p> <p>23 IT IS FURTHER STIPULATED AND AGREED</p>	<p style="text-align: right;">Page 4</p> <p>1 A P P E A R A N C E S</p> <p>2</p> <p>3</p> <p>4 APPEARING ON BEHALF OF THE PLAINTIFF:</p> <p>5 HEATHER LEONARD, P.C.</p> <p>6 BY: Heather Leonard, Esq.</p> <p>7 2105 Devereux Circle, Suite 111</p> <p>8 Birmingham, Alabama 35243</p> <p>9</p> <p>10 PALMER LAW, LLC</p> <p>11 BY: Leslie A. Palmer, Esq.</p> <p>12 104 23rd Street South, Suite 100</p> <p>13 Birmingham, Alabama 35233</p> <p>14</p> <p>15</p> <p>16 APPEARING ON BEHALF OF THE DEFENDANTS:</p> <p>17 LEHR MIDDLEBROOKS VREELAND</p> <p>18 & THOMPSON, P.C.</p> <p>19 BY: David J. Middlebrooks, Esq.</p> <p>20 P.O. Box 11945</p> <p>21 Birmingham, Alabama 35202</p> <p>22</p> <p>23</p>

<p style="text-align: right;">Page 5</p> <p>1 APPEARANCES (Continued)</p> <p>2</p> <p>3 FORD HARRISON</p> <p>4 BY: Wesley C. Redmond, Esq.</p> <p>5 2105 Devereux Circle, Suite 111</p> <p>6 Birmingham, Alabama 35243</p> <p>7 (Via Zoom)</p> <p>8</p> <p>9 BRADLEY ARANT BOULT CUMMINGS LLP</p> <p>10 BY: T. Matthew Miller, Esq.</p> <p>11 1819 5th Avenue North</p> <p>12 Birmingham, Alabama 35203</p> <p>13</p> <p>14</p> <p>15 ALSO PRESENT: Chris Whitehead, General Counsel,</p> <p>16 Hyundai Motor Manufacturing</p> <p>17 Alabama, LLC</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p>	<p style="text-align: right;">Page 7</p> <p>1 EXHIBITS (Continuing)</p> <p>2</p> <p>3 13 EEOC Charge 252</p> <p>4 14 Position Statement 260</p> <p>5 15 Letter 261</p> <p>6 16 Letter 263</p> <p>7 17 Determination 265</p> <p>8 18 CV 14</p> <p>9 19 Job Description 26</p> <p>10 20 Mailroom Duties 283</p> <p>11 21 E-mail 287</p> <p>12 22 E-mail 294</p> <p>13 23 E-mail 299</p> <p>14 24 Invoices 301</p> <p>15 25 Invoices 301</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p>
<p style="text-align: right;">Page 6</p> <p>1 INDEX</p> <p>2</p> <p>3 EXAMINATION INDEX</p> <p>4 ROBERT ANTHONY BURNS</p> <p>5 BY MS. LEONARD 9</p> <p>6</p> <p>7</p> <p>8 *****</p> <p>9</p> <p>10 EXHIBIT INDEX</p> <p>11 Plaintiff's Exhibit</p> <p>12 1 Notice of Deposition 24</p> <p>13 2 Contract 40</p> <p>14 3 Responses to Interrogatories 144</p> <p>15 4 Diagram 155</p> <p>16 5 Handbook 164</p> <p>17 6 EEOC Charges & Lawsuits 216</p> <p>18 7 Pages from Handbook 176</p> <p>19 8 Dress Code Matrix 228</p> <p>20 9 Appearance Standards 231</p> <p>21 10 E-mail 232</p> <p>22 11 Response to EEOC 234</p> <p>23 12 Documents 248</p>	<p style="text-align: right;">Page 8</p> <p>1 I, Tanya D. Cornelius, a Certified</p> <p>2 Court Reporter, and a Notary Public for the</p> <p>3 State of Alabama at Large, acting as</p> <p>4 Commissioner, certify that on this date,</p> <p>5 pursuant to the Federal Rules of Civil</p> <p>6 Procedure, and the foregoing stipulation of</p> <p>7 counsel, there came before me at RSA Dexter, 445</p> <p>8 Dexter Avenue, Suite 405, Montgomery, Alabama,</p> <p>9 commencing at approximately 9:33 a.m. on June</p> <p>10 22, 2022, ROBERT ANTHONY BURNS, witness in the</p> <p>11 above cause, for oral examination, whereupon the</p> <p>12 following proceedings were had:</p> <p>13</p> <p>14</p> <p>15 ROBERT ANTHONY BURNS,</p> <p>16 being first duly sworn, was examined</p> <p>17 and testified as follows:</p> <p>18</p> <p>19 THE REPORTER: Will this be usual</p> <p>20 stipulations?</p> <p>21 MR. MIDDLEBROOKS: We would like to</p> <p>22 read and sign, however.</p> <p>23 MS. LEONARD: Yes.</p>

<p style="text-align: right;">Page 41</p> <p>1 Alabama, LLC and Hyundai AMOCO America, Inc.</p> <p>2 Dated February 4th, 2013.</p> <p>3 Q. What are the dates this contract was</p> <p>4 active?</p> <p>5 A. Let's see here. I believe it's on</p> <p>6 the fourth page. I probably went right by it,</p> <p>7 because it's all small print. There it is. I</p> <p>8 knew I went right by it.</p> <p>9 So the dates on Page Number 4 of the</p> <p>10 document is February 4th, 2013, terminating</p> <p>11 February 3rd, 2015, with an optional third year</p> <p>12 at HMMA's discretion.</p> <p>13 Q. Was Plaintiff's Exhibit 2 in effect</p> <p>14 in July and August of 2017?</p> <p>15 A. While the document says option third</p> <p>16 year after February 3rd, 2015, it's my</p> <p>17 understanding that they continued to apply or</p> <p>18 operate under the conditions of the contract</p> <p>19 until the new contract was established at a later</p> <p>20 date.</p> <p>21 Q. When was that new contract</p> <p>22 established?</p> <p>23 A. I don't have a firm date in front of</p>	<p style="text-align: right;">Page 43</p> <p>1 THE WITNESS: I'm sorry. What?</p> <p>2 MR. WHITEHEAD: You can answer.</p> <p>3 A. Again, just based on conversations</p> <p>4 that I've had with counsel, that's how that</p> <p>5 was --</p> <p>6 MR. MIDDLEBROOKS: Well, you don't</p> <p>7 reveal --</p> <p>8 THE WITNESS: I'm sorry.</p> <p>9 MR. MIDDLEBROOKS: -- privileged</p> <p>10 data.</p> <p>11 THE WITNESS: Thank you.</p> <p>12 Q. (BY MS. LEONARD:) How would HMMA</p> <p>13 have the understanding that HEA and HMMA were</p> <p>14 operating under the terms of this contract in</p> <p>15 2017?</p> <p>16 A. Because to the best of my knowledge,</p> <p>17 because I've been at the facility, you know, I</p> <p>18 was working at the facility at that time, that</p> <p>19 the security and/or contract services were still</p> <p>20 being provided.</p> <p>21 Q. Are there any documents that reflect</p> <p>22 that this contract was either extended or that</p> <p>23 the parties agreed to continue to operate under</p>
<p style="text-align: right;">Page 42</p> <p>1 me, so I can't answer that question.</p> <p>2 Q. Is that new contract the contract</p> <p>3 that is currently in place?</p> <p>4 A. No. There's a different contract in</p> <p>5 place to support the security services through</p> <p>6 Hyundai Engineering.</p> <p>7 Q. But you don't know when that contract</p> <p>8 went into place?</p> <p>9 A. I do not. I don't have that</p> <p>10 information.</p> <p>11 Q. Do you know what, if anything, is</p> <p>12 different between the current contract and</p> <p>13 Plaintiff's Exhibit 2?</p> <p>14 A. No, because I don't have that</p> <p>15 document to be able to refer to. I do not.</p> <p>16 Q. Even though the language of Exhibit 2</p> <p>17 provides that this contract would expire as late</p> <p>18 as 2016, you said you had an understanding that</p> <p>19 HEA and HMMA were operating under the conditions</p> <p>20 of this contract in 2017. How did you come to</p> <p>21 have that understanding?</p> <p>22 MR. MIDDLEBROOKS: Object to the</p> <p>23 form.</p>	<p style="text-align: right;">Page 44</p> <p>1 its terms despite its explicit expiration through</p> <p>2 the language of the contract?</p> <p>3 A. I don't have access to any specific</p> <p>4 information other than possibly invoices or what</p> <p>5 have you that show they were still being billed</p> <p>6 for the services.</p> <p>7 Q. Do you know if there's been any</p> <p>8 search for any documents that would reflect this</p> <p>9 contract remained in effect in 2017?</p> <p>10 A. I'm not aware of a specific search,</p> <p>11 no.</p> <p>12 Q. Other than the fact that there were</p> <p>13 security services being provided in 2017, is</p> <p>14 there anything that shows that there was an</p> <p>15 agreement between and/or among HMMA, HEA to</p> <p>16 provide security services in 2017?</p> <p>17 A. Again, just based on the document in</p> <p>18 front of me and the fact that the service was</p> <p>19 continued to be provided, there must have been</p> <p>20 some degree of understanding to continue to</p> <p>21 provide those services under the contract that's</p> <p>22 dated in this exhibit.</p> <p>23 Q. Is it HMMA's position that this</p>

<p>Page 45</p> <p>1 contract and its terms were still applicable in 2 2017 despite its expiration through the language 3 of the contract? 4 A. That is my understanding, because, 5 again, the services were continuing to be 6 provided, and they billed HMMA accordingly was my 7 understanding. 8 Q. And the reason I ask this is I don't 9 want later Hyundai to say, well, that contract 10 wasn't in effect in 2017, so you can't rely on 11 it. 12 Can you think of any reason that HMMA 13 would contend that the terms of this contract 14 were not in effect in 2017? 15 A. At this point, I cannot. 16 Q. What -- and you say at this point. 17 What could change to where that position would 18 change? 19 A. If some other information came to 20 light. But I'm going to say based on the 21 information provided to me, that this document 22 was considered to be the guides to be able to 23 continue to provide the services.</p>	<p>Page 47</p> <p>1 A. Not that I'm aware of. 2 Q. Who prepared Plaintiff's Exhibit 2? 3 A. Well, I guess our legal department. 4 MR. MIDDLEBROOKS: Don't guess. 5 THE WITNESS: Thank you for saying 6 that. 7 A. Based on the information presented, I 8 would say the legal department prepared these 9 documents for my deposition today. 10 Q. (BY MS. LEONARD:) Do you know which 11 party to the contract or both parties prepared 12 Plaintiff's Exhibit 2? 13 A. I'm going to say the legal department 14 prepared this document based on our records. 15 Q. And that would be HMMA's legal 16 department? 17 A. Yes. Thank you. HMMA's legal 18 department prepared these documents for the 19 deposition today. 20 MR. MIDDLEBROOKS: Not for the 21 deposition today. She's talking about who 22 prepared this way back in 2000 -- 23 A. Oh, HMMA. I'm sorry. I</p>
<p>Page 46</p> <p>1 Q. And in preparing for your deposition 2 today, you knew that one of the questions that 3 you would be presented with would have been that 4 the dates that this contract was active, correct? 5 A. Yes, that is correct. 6 Q. So in terms of preparing to know 7 whether or not we could rely on the terms of this 8 contract for 2017, your preparation would have 9 included knowing whether the terms of this 10 contract applied in 2017? 11 A. That is correct, yeah. 12 MR. MIDDLEBROOKS: That is certainly 13 possible, but I don't know that the hourly rates 14 could have changed. I'm sure Mr. Miller and HEA 15 can offer their perspective. 16 Q. Are there any other documents 17 clarifying the terms to reflect this contract as 18 it existed in July or August of 2017? 19 A. Not that I'm aware of. 20 Q. Is there anything missing from 21 Plaintiff's Exhibit 2 that was contained in the 22 agreement between Hyundai Motor Manufacturing and 23 HEA?</p>	<p>Page 48</p> <p>1 misrepresented that. 2 Q. That's okay. That, again, goes back 3 to it's important we have clarity. Your lawyer 4 understood where my question was going, and so 5 that's exactly it. 6 A. Yep. 7 Q. So HMMA prepared Plaintiff's Exhibit 8 2, and that's yes? 9 A. Yes. That is yes. 10 Q. The contract says it's between HMMA 11 and Hyundai AMOCO America, Inc. Who or what is 12 Hyundai AMOCO America, Inc.? 13 A. Hyundai AMOCO America, Inc. is a 14 company that currently, I think, is referred to 15 as Hyundai Auto -- Hyundai Engineering. 16 Q. Is it your understanding then that 17 Hyundai AMOCO America, Inc. is the same as HEA? 18 A. That is my understanding, yes. 19 MR. MILLER: Object to the form. 20 Q. So even though HEA is not identified 21 by name in Plaintiff's Exhibit 2, it is HMMA's 22 understanding that Plaintiff's Exhibit 2 applied 23 to HEA?</p>

<p>Page 57</p> <p>1 line of questioning is to help understand the 2 relationship between HMMA and HEA. I think it's 3 a very straightforward question. 4 MR. MILLER: Object to the form. I 5 don't testify on the record. That's just not my 6 practice. We can talk about it later, though. 7 MS. LEONARD: Okay. What was 8 improper with my question so I can rephrase it? 9 MR. MILLER: All I have to do is 10 object to the form. 11 MS. LEONARD: I know, but I'm asking 12 you so I can cure your objection. 13 MR. MILLER: The contract itself. 14 You said the contract between HEA. The actual 15 contract says it's between a different entity. 16 That's the basis for my objection. 17 Q. (BY MS. LEONARD: Mr. Burns, is it 18 HMMA's position that in 2017, HEA was performing 19 services under Plaintiff's Exhibit 2? 20 A. Based on the document in front of me, 21 which is between Hyundai AMOCO America, Inc. and 22 Hyundai Motor Manufacturing Alabama. 23 Q. That doesn't answer my question. My</p>	<p>Page 59</p> <p>1 other words, what documents are out there that 2 show the agreement between HEA and HMMA as it 3 existed in 2017? 4 A. All I have is what's in front of me 5 and the documents that were prepared for today's 6 deposition that tells me what the agreement was 7 or the contract was between the two 8 organizations, and that's all I have in front of 9 me. 10 I don't have any knowledge of any 11 other content -- or, I'm sorry -- any other 12 documents at all. I have no knowledge of any 13 other documents. 14 MR. WHITEHEAD: Heather, give us a 15 second. We can probably clear this thing up. 16 MS. LEONARD: Okay. And I'm not 17 trying to be difficult. 18 MR. MIDDLEBROOKS: No, you're fine. 19 MR. WHITEHEAD: You're representing 20 your client just like everybody else is. 21 (Whereupon, a brief recess was 22 taken.) 23 MR. MIDDLEBROOKS: Heather, let me</p>
<p>Page 58</p> <p>1 question is: Is it HMMA's position in this 2 lawsuit that in 2017, HEA was performing services 3 for HMMA pursuant to this contract? 4 A. I'm going to say -- 5 MR. MIDDLEBROOKS: We would stipulate 6 that that's Hyundai's position, HMMA's position, 7 that in 2017, we had an agreement with HEA to 8 provide security services. 9 MS. LEONARD: And that agreement is 10 Plaintiff's Exhibit 2? 11 MR. MIDDLEBROOKS: A derivative of 12 that. Our position is it's a derivative of 13 Plaintiff's Exhibit 2. We didn't have a separate 14 written contract in place by that time, but we 15 still operated under the same relationship. 16 Q. (BY MS. LEONARD:) Did HMMA provide a 17 copy of Plaintiff's Exhibit 2 to HEA prior to 18 2017? 19 A. I have no knowledge of that. 20 Q. What documents, if any, exist that 21 show what was communicated to HEA in terms of 22 what the terms of the agreement between it and 23 HMMA were as they would have existed in 2017? In</p>	<p>Page 60</p> <p>1 give you a bit of information. When we have a 2 longer break, we'll get the name of the project 3 manager that was redacted. I imagine my 4 paralegal, since it was not an HMMA executive or 5 manager, she probably automatically did that. 6 We'll get you that. 7 Secondly, and, again, Matt will speak 8 for his client as appropriate, if he feels he 9 needs to, but we have produced to you all, it's 10 in the documents that have been exchanged in this 11 case, the secretary of state report about the 12 entities or defendants in this action. And 13 you'll see that the predecessor to HEA -- we use 14 that for short, Hyundai Engineering America, 15 Inc., anyway, HEA is Hyundai AMOCO. 16 So our position is this would have 17 continued to be the operating agreement that set 18 the relationship between the parties, and it's 19 our position, HMMA, that until we got another 20 written agreement, we continued to operate under 21 this agreement, possibly changes in pay rates and 22 things of that nature, but this formed the 23 operating relationship.</p>

<p>Page 61</p> <p>1 And there continued to be invoices 2 that we continuously got from HEA for security 3 services, as well as some other services they 4 provided, if that helps.</p> <p>5 MS. LEONARD: All right. Is that 6 going to be HEA's position?</p> <p>7 MR. MILLER: So I agree that Hyundai 8 AMOCO America, Inc. is the predecessor to HEA, 9 and I think that's what you were trying to do 10 with your question. And the reason I objected is 11 because you said the contract was between HEA, 12 but technically it's not. It's with its 13 predecessor entity. And even though the 14 secretary of state records will show the 15 relationship and AMOCO's predecessor, that was 16 the basis for my objection.</p> <p>17 MS. LEONARD: This was ultimately my 18 question: Is HEA going to contend this contract 19 didn't apply to the services that were being 20 provided in 2017?</p> <p>21 MR. MILLER: I don't want to answer 22 that on the record. I'll let my client.</p> <p>23 MS. LEONARD: All right.</p>	<p>Page 63</p> <p>1 the services?</p> <p>2 A. Not that I'm aware of.</p> <p>3 Q. Do you know if the scope of work was 4 ever amended without a written directive?</p> <p>5 A. Not that I'm aware of.</p> <p>6 Q. The next sentence reads: The 7 services shall be performed by qualified 8 employees or subcontractors of contractor in 9 compliance with HMMA's requests and instructions 10 at such time so as not to interfere with HMMA's 11 business operations.</p> <p>12 Who made the determination as to 13 whether employees were qualified?</p> <p>14 A. The scope of work. I'll double 15 check. Yes, I'm double checking.</p> <p>16 The scope of work includes the list 17 of summary of services, specifications for each 18 one of the jobs, et cetera, et cetera. So those 19 details is what determined whether someone was 20 qualified.</p> <p>21 Q. So the term specified by HMMA in the 22 contract determine what is a qualified employee 23 or subcontractor?</p>
<p>Page 62</p> <p>1 Q. (BY MS. LEONARD:) Well, let's go 2 back to Section Number 1. Does Section Number 1 3 define the services that HMMA expected HEA to 4 provide in 2017?</p> <p>5 A. Yes, it does reflect the security 6 services required.</p> <p>7 Q. While the document spells it out more 8 fully, can we agree that Section 1 essentially 9 says that it's HEA's responsibility to deliver 10 workers to the locations described in the 11 contract by HMMA to provide security services?</p> <p>12 A. To Hyundai AMOCO's requirement, yes, 13 at that time.</p> <p>14 Q. And so in 2017, per this contract, 15 HMMA would have expected HEA to deliver workers 16 to the locations described by HMMA?</p> <p>17 A. Yes.</p> <p>18 Q. In Section 1, when we go to the end 19 of the third line, it reads: The scope of work 20 included within the services may be amended only 21 by written directive from HMMA to contractor.</p> <p>22 Are there any documents that reflect 23 an amendment to the scope of work included within</p>	<p>Page 64</p> <p>1 A. As provided by the scope of work, 2 yes.</p> <p>3 Q. If we go one, two, three, four lines 4 from the bottom of that paragraph, the contract 5 reads: Contractor shall be liable and 6 responsible for all damages of every kind or 7 nature to HMMA or HMMA's property arising from or 8 relating to any acts, omissions, errors, or 9 negligence of contractor or its employees or 10 subcontractors in the performance of the service 11 herein.</p> <p>12 Pursuant to that language, has HMMA 13 made a determination as to whether HEA would be 14 liable or responsible to it for any damages it 15 may incur as it arises from the treatment of 16 Davita Key?</p> <p>17 A. I'm going to have to have you repeat 18 that.</p> <p>19 Q. Sure. Since the provision in the 20 services section that we talked about ultimately 21 says the contractor is going to be liable to any 22 injury suffered by HMMA or its property relating 23 from any acts, omissions, errors, or negligence</p>

<p>Page 65</p> <p>1 of the contractor, its employees or its</p> <p>2 subcontractors, has HMMA determined whether HEA</p> <p>3 is going to be responsible to it if it suffers</p> <p>4 any injury in this lawsuit as the result of the</p> <p>5 way Davita Key was treated?</p> <p>6 A. Well, we were not -- Davita Key was</p> <p>7 not an employee of HMMA, so we would not be held</p> <p>8 accountable for any damages associated with her</p> <p>9 case before us today.</p> <p>10 Q. I'm going to object to your response</p> <p>11 as being nonresponsive to my question. And my</p> <p>12 question may have been confusing, so I'm going to</p> <p>13 rephrase it.</p> <p>14 This language seems to imply or state</p> <p>15 that HMMA is going to hold its subcontractor or</p> <p>16 its contractor HEA responsible for any injury</p> <p>17 that Hyundai may experience as a result of</p> <p>18 something HEA did or didn't do.</p> <p>19 So to the extent that HMMA suffers an</p> <p>20 injury as a result of the way Davita Key was</p> <p>21 treated, in other words, if HMMA were found to be</p> <p>22 liable, does HMMA contend that HEA is liable to</p> <p>23 it under this language in its contract?</p>	<p>Page 67</p> <p>1 A. I'm not aware of any determination at</p> <p>2 this time, no, I am not.</p> <p>3 Q. If we can turn to the next page,</p> <p>4 which is Bates Number HMMA 17 or Page 5 of the</p> <p>5 contract, if we can look at Section 5, it deals</p> <p>6 with invoices.</p> <p>7 A. I see that.</p> <p>8 Q. Okay. Do you know whether the</p> <p>9 services performed by Ms. Key on HMMA's property</p> <p>10 are reflected on any invoices that may have been</p> <p>11 submitted to HEA pursuant to this section?</p> <p>12 A. If she was paid by the contract --</p> <p>13 the subcontractor with HEA, then it likely would</p> <p>14 have shown up on an invoice as a line item for</p> <p>15 the services rendered, not necessarily specific</p> <p>16 name, okay, just services rendered. So is it</p> <p>17 security, mailroom, et cetera, but not by name.</p> <p>18 Q. With that understanding, are there</p> <p>19 any invoices that reflect services performed by</p> <p>20 Ms. Key at HMMA's property?</p> <p>21 A. Again, because there's no line item</p> <p>22 detailed by individual, I can't confirm whether</p> <p>23 or not she was included on an invoice for the</p>
<p>Page 66</p> <p>1 A. Based on that reading, and I think</p> <p>2 there's also a hold harmless clause in here as</p> <p>3 well.</p> <p>4 Q. I'll rephrase. Pursuant to the</p> <p>5 language that I read from Section 1, is HEA</p> <p>6 liable or responsible to HMMA for any of the</p> <p>7 treatment or for any injury HMMA may have</p> <p>8 experienced as the result of what Davita Key</p> <p>9 alleges in this lawsuit?</p> <p>10 A. HMMA will not be liable for any of</p> <p>11 the damages that may occur, because she's not an</p> <p>12 employee of HMMA.</p> <p>13 Q. And I'm going to object again,</p> <p>14 because that's -- my question is a little</p> <p>15 different.</p> <p>16 MR. MIDDLEBROOKS: Well, it calls for</p> <p>17 a bit of a legal analysis, and I don't know that</p> <p>18 he's able to testify to that.</p> <p>19 Q. Do you know if HMMA has made a</p> <p>20 determination as to whether HEA has any</p> <p>21 obligation or responsibility to it to pay for any</p> <p>22 damages HMMA may have suffered as a result of</p> <p>23 this lawsuit?</p>	<p>Page 68</p> <p>1 time she worked.</p> <p>2 Q. Do you dispute whether she was</p> <p>3 included on any invoice?</p> <p>4 A. I will not dispute that her -- the</p> <p>5 pay may have been reflective for the services</p> <p>6 provided in her role, but, again, I don't -- her</p> <p>7 name would not be specifically shown on the</p> <p>8 invoice.</p> <p>9 Q. Okay. We can go to the next page,</p> <p>10 which is Page 6 of the contract or Bates Number</p> <p>11 HMMA 18.</p> <p>12 A. Okay. I'm on Page 6.</p> <p>13 Q. Okay. I want to look first at</p> <p>14 Section 6.4. In this, it reads: Contractor</p> <p>15 represents and warrants to HMMA that it will</p> <p>16 perform background checks on all of the employees</p> <p>17 and subcontractors and will comply fully with</p> <p>18 HMMA's supplier/contractor badge policy, which is</p> <p>19 attached hereto as Attachment 6.4, including all</p> <p>20 employees of any subcontractors utilized by</p> <p>21 contractor.</p> <p>22 Contractor agrees that it shall not</p> <p>23 employ any employees or subcontract -- or any</p>

<p>Page 69</p> <p>1 subcontractors whose presence on HMMA's property</p> <p>2 is objected to by HMMA.</p> <p>3 Under this provision, does HMMA have</p> <p>4 the authority and ability to remove from service</p> <p>5 anybody that HEA or any of its contractors placed</p> <p>6 on HMMA's property?</p> <p>7 A. Yeah, we do have the discretion to</p> <p>8 ask for individuals to be removed from property,</p> <p>9 yes, we do.</p> <p>10 Q. And the contract and the terms of it</p> <p>11 that HEA was operating under in 2017 provided in</p> <p>12 Section 6.4 that HEA could direct HEA -- in 2017,</p> <p>13 HMMA could direct HEA to remove somebody it had</p> <p>14 placed on the property, correct?</p> <p>15 A. That is correct.</p> <p>16 Q. Okay. Let's look at the next</p> <p>17 section, which is 6.5. The first sentence reads:</p> <p>18 HMMA is committed to the inclusion of</p> <p>19 minority-owned business enterprises ("MBE") and</p> <p>20 women-owned business enterprises ("WBE")</p> <p>21 subcontractors on its project.</p> <p>22 Why is this included in this</p> <p>23 contract?</p>	<p>Page 71</p> <p>1 operations?</p> <p>2 A. Variety creates competition, which</p> <p>3 also creates possibly better services.</p> <p>4 Q. Okay. What efforts did -- what</p> <p>5 efforts did HEA make to comply with Section 6.5</p> <p>6 of this contract?</p> <p>7 A. I don't have any specific knowledge</p> <p>8 how well they adhered to this reasonable practice</p> <p>9 to be able to provide MBE or WBE contractors.</p> <p>10 Q. Does HMMA have any knowledge of any</p> <p>11 efforts HEA made to comply with Section 6.5 of</p> <p>12 the contract?</p> <p>13 A. I personally don't have any</p> <p>14 knowledge. That doesn't mean that there was not</p> <p>15 a -- some form of a benchmark for them to comply</p> <p>16 to.</p> <p>17 Q. One of the topic areas that was in</p> <p>18 Plaintiff's Exhibit 1 was what efforts HEA made</p> <p>19 to comply with Section 6.5 of the contract and</p> <p>20 what HMMA did to show its commitment to the</p> <p>21 inclusion of minority-owned business enterprises</p> <p>22 and women-owned business enterprises.</p> <p>23 Did you prepare for that topic area?</p>
<p>Page 70</p> <p>1 A. Included in this contract and other</p> <p>2 contracts, because HMMA likes for our business</p> <p>3 partners to make a reasonable effort to access</p> <p>4 minority-owned business enterprises or</p> <p>5 women-owned business enterprises as a part of</p> <p>6 doing business with HMMA.</p> <p>7 Q. And why is that something HMMA likes?</p> <p>8 A. Because we believe in diversity of</p> <p>9 sourcing for our services that we need to support</p> <p>10 our operation.</p> <p>11 Q. What is diversity of sourcing?</p> <p>12 A. As I -- I'll repeat, the</p> <p>13 minority-owned business enterprises or</p> <p>14 women-owned business enterprises that fall in</p> <p>15 that category.</p> <p>16 Q. Why does HMMA believe in having</p> <p>17 minority-owned business enterprises and</p> <p>18 women-owned business enterprises?</p> <p>19 A. Because, again, we felt like it</p> <p>20 provided a variety of businesses who could</p> <p>21 provide services for our operations.</p> <p>22 Q. Why would you want a variety of</p> <p>23 businesses to provide services for your</p>	<p>Page 72</p> <p>1 A. I reviewed this section of the</p> <p>2 contract, that's true. And as I've stated, that</p> <p>3 was just a best practice or best past practice of</p> <p>4 Hyundai Motor Manufacturing Alabama to request</p> <p>5 all contractors to consider minority-owned</p> <p>6 business enterprises and women-owned business</p> <p>7 enterprises while conducting business with HMMA.</p> <p>8 Q. Sitting here today speaking as the</p> <p>9 voice of HMMA, what efforts, if any, did HEA --</p> <p>10 or what does HMMA know of any efforts HEA made to</p> <p>11 comply with Section 6.5?</p> <p>12 A. As, again, as the voice of the</p> <p>13 company in 2017, I have no specific knowledge of</p> <p>14 what -- how they adhered to or attempted to make</p> <p>15 a reasonable effort to have MBE or WBE</p> <p>16 subcontractors.</p> <p>17 Q. Considering that HMMA states it's</p> <p>18 committed to the inclusion of MBEs and WBEs and</p> <p>19 puts it in this contract, what did HMMA do to</p> <p>20 make sure HEA was including MBEs and WBEs as</p> <p>21 subcontractors for the performance of services?</p> <p>22 A. I'm -- again, not having specific</p> <p>23 knowledge in 2017, it's hard for me to answer</p>

<p style="text-align: right;">Page 81</p> <p>1 interpretation, and I'm not -- I'm only reading 2 what I'm reading right here. 3 Q. Who makes a determination as to 4 whether Section 7 was violated? 5 A. Probably HMMA and -- between HMMA and 6 the contractor. 7 Q. And would that be the legal team for 8 HMMA to make that determination or someone else? 9 A. I believe it would be the legal team. 10 Q. Okay. I want to skip down to Section 11 9 that talks about insurance, and this is on that 12 same page, Bates Number HMMA 19. 13 A. Uh-huh (positive response). I see 14 it, Section 9.1. 15 Q. And this is going to be married in 16 with topic area 13(a)(vii) from the deposition 17 notice. Is there employment practices liability 18 insurance -- let me rephrase it. 19 Does this contract require HEA to 20 carry employment practices liability insurance? 21 A. Yes. 22 Q. What proof, if any, did HEA provide 23 to HMMA that it was carrying employment practices</p>	<p style="text-align: right;">Page 83</p> <p>1 MR. MIDDLEBROOKS: I said object to 2 the form. You answered that already. 3 THE WITNESS: Yes, okay. 4 Q. (BY MS. LEONARD:) And you can answer 5 it again. Sometimes I may not always hear 6 something, so I might ask a question twice. 7 A. Say the question again. 8 Q. Sure. Do you know when that 9 certificate was provided, if ever, by HEA to 10 HMMA? 11 A. Okay. So as I stated earlier, in 12 order for the contractor to enter a contract with 13 HMMA and fully execute the contract, they have to 14 provide a certificate of insurance. 15 Q. Do you know if that was ever done by 16 HEA? 17 A. Again, in order for them to provide 18 -- in order to be -- enter into the contract, 19 they had to provide that contract to us. 20 Q. I understand that's how it's supposed 21 to work. My question, though, is in actuality, 22 did HEA provide a certificate of insurance to 23 HMMA?</p>
<p style="text-align: right;">Page 82</p> <p>1 liability insurance that would apply to events in 2 2017? 3 A. All I can say is that in order for 4 the contractor, HEA or Hyundai AMOCO, to enter in 5 the contract with HMMA, they have to provide a 6 certificate of insurance to be able to do that. 7 That's required as part of the process. 8 Q. Does HMMA have that certificate of 9 insurance? 10 A. The legal department likely has a 11 copy of that certificate of insurance. 12 Q. Do you know if it was provided to 13 HMMA before or after Davita Key's EEOC charge was 14 filed? 15 MR. MIDDLEBROOKS: Object to the 16 form. 17 Q. Let me rephrase. Do you know when 18 that certificate was provided? 19 MR. MIDDLEBROOKS: Object to the 20 form. He's answered that. 21 Q. You can answer. 22 THE WITNESS: I didn't hear that. I 23 apologize.</p>	<p style="text-align: right;">Page 84</p> <p>1 A. Again, as I've stated a couple of 2 other times, I wasn't in this role to be able to 3 know exactly what contract. I didn't sign this 4 contract. So, therefore, I can't guarantee 5 whether it was provided, but that is part of our 6 process, as I've already stated, as part of being 7 able to enter into a contract with HMMA. 8 Q. And if HEA provided that certificate 9 of insurance to HMMA, HMMA should still have it? 10 MR. MIDDLEBROOKS: Object to the 11 form. 12 A. Yes. 13 Q. And HMMA should still have any 14 documents that would show when that was 15 transmitted or given to HMMA, correct? 16 MR. MIDDLEBROOKS: Object to the 17 form. 18 A. I've already answered it. Yes, I've 19 answered that. 20 Q. And so that's something if we were to 21 ask HMMA to provide, it would not be hard or 22 difficult for it to provide it to us? 23 MR. WHITEHEAD: Well, let me object</p>

<p>Page 85</p> <p>1 and say this contract was dated in 2013. That's 2 nine years ago. I can't be sure whether or not 3 that's something we'd still retain nine years 4 later, but I'm not saying yes or no. If we've 5 got it, we'll get it.</p> <p>6 MR. MIDDLEBROOKS: We'll look for it.</p> <p>7 Q. (BY MS. LEONARD:) Other than what 8 you've described for me in the process that would 9 have required HEA to provide that certificate of 10 insurance to perform work, is there anything else 11 that HMMA would have done to ensure HEA's 12 compliance with the insurance provision in 13 Section 9?</p> <p>14 A. Not that I'm aware of.</p> <p>15 Q. If we can turn to Page 9 of the 16 contract or Bates Number HMMA 21, I want to look 17 at Section 10.</p> <p>18 MR. MIDDLEBROOKS: I meant to tell 19 you the name of the project manager.</p> <p>20 THE REPORTER: I'm sorry. I didn't 21 hear you.</p> <p>22 MR. MIDDLEBROOKS: The name of the 23 project manager that she wanted to know that was</p>	<p>Page 87</p> <p>1 seeking to require? And this is one of the topic 2 areas that's identified in Exhibit 1, the 3 30(b)(6) notice. It was something that you were 4 given an opportunity to prepare for.</p> <p>5 What is required through Section 10 6 of the contract?</p> <p>7 A. So in general terms, the contractor 8 shall comply with federal, state, and local laws, 9 and also Title VII, and whatever Executive Orders 10 12 -- 11246, 11375, which are incorporated 11 herein.</p> <p>12 And as I mentioned earlier, 13 contractor agrees to save HMMA harmless from and 14 against any and all liabilities, liens, claims, 15 costs, losses, expenses, and judgments arising 16 from or based on actual or asserted violations by 17 the contractor.</p> <p>18 Of course, also be in compliance with 19 OSHA. Again, that's just a broad term, and 20 that's Section 10.2.</p> <p>21 And 10.3 is then the contractor being 22 required to comply with the safety rules, 23 regulations, policies, and programs of HMMA as</p>
<p>Page 86</p> <p>1 redacted.</p> <p>2 MR. WHITEHEAD: Jaehong Choi.</p> <p>3 MS. LEONARD: Do you mind spelling 4 that?</p> <p>5 MR. WHITEHEAD: Of course, I will. 6 J-a-e-h-o-n-g, all together. Choi is spelled 7 C-h-o-i.</p> <p>8 MS. LEONARD: Thank you.</p> <p>9 Q. (BY MS. LEONARD:) All right. Are 10 you doing good? Do you need a break?</p> <p>11 A. I'm good.</p> <p>12 Q. I know you're looking going, How many 13 sections are there to this contract. Let's look 14 at Section 10, which talks about compliance with 15 laws and rules.</p> <p>16 A. Okay. I'm at Section 10.</p> <p>17 Q. Okay. What is required through this 18 section of the contract by the -- what is HMMA 19 requiring through this section of the contract?</p> <p>20 MR. MIDDLEBROOKS: It speaks for 21 itself, but he can read it for the record if you 22 want to.</p> <p>23 Q. In plain English, what is HMMA</p>	<p>Page 88</p> <p>1 may be implemented from time to time by HMMA.</p> <p>2 And if any contractors -- well, 3 contractor shall comply with all work rules and 4 regulations as well in this agreement.</p> <p>5 Q. And would those be HMMA's work rules?</p> <p>6 A. Yes, that's correct.</p> <p>7 Q. Okay.</p> <p>8 MR. MIDDLEBROOKS: Read 10.4 also.</p> <p>9 THE WITNESS: Yes, I'm about to. I'm 10 just catching my breath.</p> <p>11 MS. LEONARD: I'm not rushing him, 12 David. We're going to talk about it all.</p> <p>13 A. Contractor, and all those working for 14 or on behalf of the contractor, shall comply with 15 HMMA rules for business invitees on the premises, 16 including those pertaining to safety, plant 17 protection, security, identification, and the 18 operation and parking of vehicles. And 19 contractor agrees to promptly remove from owner's 20 premises any workers who fail or refuse to comply 21 with owner's rules for business invitees and 22 replace them as -- replace them at contractor's 23 sole cost and expense.</p>

<p>Page 93</p> <p>1 be obligated to notify HMMA if it received a 2 charge of discrimination from somebody it had 3 placed on HMMA's property? 4 A. No, because it's not an employee of 5 HMMA. 6 Q. Considering that the contract 7 requires compliance with the federal 8 anti-discrimination laws, would HMMA make any 9 request that Dynamic or HEA notify it if it has 10 been accused of violating those federal 11 discrimination laws? 12 A. They may make that request, but I 13 guess it would determine whether that was a valid 14 charge or not. I guess at some point when it 15 became valid, then they would be notified. 16 Q. Who determines if it's valid? 17 A. I guess the EEO commission. 18 Q. What makes a charge valid? 19 A. Whether the EEO commission believes 20 that there's some -- 21 MR. MIDDLEBROOKS: Object to the 22 form. If you know. 23 A. I don't -- yeah, I don't really know,</p>	<p>Page 95</p> <p>1 A. Not to my knowledge. 2 Q. If we can go to Page 11 of the 3 contract or Bates Number 23. 4 A. I'm on Page 11. 5 Q. Okay. This is outside of some of the 6 specific questions I listed, so this may not be 7 something you can answer. 8 Section 20 uses the term "independent 9 contractor." What does HMMA mean by the term 10 "independent contractor"? 11 A. Well, let me read through this 12 section. 13 MR. MIDDLEBROOKS: I object. It 14 calls for a legal definition. 15 MS. LEONARD: I'll rephrase. 16 Q. (BY MS. LEONARD:) Do you have any 17 understanding of what this term means as it's 18 used within the contract? 19 A. Again, let me read through the 20 contract. 21 As I interpret it, I'll just say it's 22 someone who is a subcontractor of the contractor. 23 Q. What's the difference between a</p>
<p>Page 94</p> <p>1 no. That's true. 2 Q. Considering that the contract directs 3 in 10.1 that all services provided herein shall 4 comply with all applicable federal, state, and 5 local codes and goes on to reference some of 6 the -- at least one federal anti-discrimination 7 law, who for HMMA makes the determination as to 8 whether the contractor is complying with those 9 laws? 10 A. HMMA evaluates if there is some -- 11 again, depending on the severity of the issue, 12 whether or not there is a violation of this 13 section. 14 Q. Who does that? 15 A. It depends on which group. What I 16 mean by that is if this -- this particular one is 17 under the general affairs team, oversees -- I'm 18 sorry -- works with Hyundai Engineering on these 19 contracts, but that's the only group I think 20 would evaluate that. 21 Q. Has anyone evaluated whether this 22 section was violated as it related to the way 23 Davita Key was treated?</p>	<p>Page 96</p> <p>1 subcontractor of a contractor and an employee as 2 you understand that term in this contract? 3 MR. MIDDLEBROOKS: Again, it calls 4 for a legal conclusion. Object to the form. 5 A. I can't -- like I said, I just 6 interpret it as a subcontractor, someone that is 7 not a part of the contractor in this contract 8 with Hyundai AMOCO. 9 Q. As the vice-president of human 10 resources and the chief administrative officer, 11 do you have an understanding of what the 12 difference is between a contractor and an 13 employee or an independent contractor or 14 subcontractor and an employee? 15 MR. MIDDLEBROOKS: Object to the 16 form. It calls for a legal analysis and 17 conclusion. You can answer if you know. 18 A. I don't have any -- I gave my 19 interpretation already. 20 Q. And what is that? 21 A. Again, as it states in this contract, 22 the subcontractor is basically someone who works 23 for the contractor in the case of this particular</p>

<p style="text-align: right;">Page 97</p> <p>1 contract between Hyundai Motor Manufacturing 2 Alabama and Hyundai AMOCO. 3 Q. And when you say works for, what do 4 you mean by that? 5 A. Works for Hyundai Engineering. 6 Q. Exactly. When you say they work for 7 Hyundai Engineering, what does it mean to work 8 for Hyundai Engineering as opposed to -- 9 A. They're a contractor. They provide 10 services. 11 Q. And the services that -- the 12 people HEA placed at HMMA, for what company's 13 benefit were they? 14 MR. MIDDLEBROOKS: Object to the 15 form. 16 THE WITNESS: I'm sorry. I didn't 17 hear what you said. 18 MR. MIDDLEBROOKS: If I object to the 19 form, you can still answer. 20 THE WITNESS: Okay. I'm sorry. 21 MR. MIDDLEBROOKS: If I say you don't 22 answer, don't answer. If I object to form, you 23 can answer.</p>	<p style="text-align: right;">Page 99</p> <p>1 independent contractor on behalf of Hyundai AMOCO 2 or Hyundai Engineering. 3 Q. How did HEA benefit from people 4 working in HMMA's mailroom? 5 MR. MILLER: Object to the form. 6 A. They provided mail services. 7 Q. For whom? 8 A. For the -- the mail delivered to the 9 site, which is 700 Hyundai Boulevard, to Hyundai 10 Motor Manufacturing Alabama, or if there was 11 someone else receiving goods -- I'm sorry -- not 12 goods, packages or mail at that site, that's who 13 benefited from the mailroom services. 14 Q. But it would be fair to say that 15 generally the mail coming into and going out of 16 the mailroom was HMMA's mail? 17 MR. MIDDLEBROOKS: Object to the 18 form. 19 A. That's hard to determine, because 20 there are a number of subcontractors and 21 independent contractors that work on our site in 22 general that may say, I need a part or component 23 delivered to Hyundai Motor Manufacturing Alabama,</p>
<p style="text-align: right;">Page 98</p> <p>1 A. I'm sorry. I'm misinterpreting 2 things here. So, again, please ask the question 3 again. 4 Q. (BY MS. LEONARD:) Sure. The people 5 that HEA would have placed at HMMA, the work 6 those individuals performed, for what company's 7 benefit was that work? 8 A. Work performed for Hyundai AMOCO or 9 Hyundai Engineering was for the benefit of that 10 company. That's who the contract was with. 11 Q. Who derived the benefit of the 12 security services provided at the Hyundai gates? 13 A. The Hyundai Engineering would have 14 benefited from the services provided, and 15 secondarily, we did, too. Hyundai Motor 16 Manufacturing Alabama did as well. 17 Q. What do you mean by secondarily? 18 A. Because they were not directly 19 employed by Hyundai Motor Manufacturing Alabama. 20 Q. How did HEA benefit from people 21 guarding HMMA's property? 22 A. Because they were paying for the 23 services provided by the subcontractor,</p>	<p style="text-align: right;">Page 100</p> <p>1 700 Hyundai Boulevard with their name on it. 2 Q. And that would be a part that's 3 ultimately going to be used to benefit the 4 production of HMMA's vehicles? 5 A. It may be something to repair a part 6 or repair something that's a building, not 7 necessarily building of a vehicle. 8 Q. But the buildings that are at -- on 9 that property are HMMA's buildings, correct? 10 A. That is correct. 11 Q. And the equipment that is -- that is 12 at that property is used ultimately to 13 manufacture vehicles that are HMMA vehicles? 14 A. There's a wide variety of activities 15 on the site that does include manufacturing 16 vehicles, but there are other activities as well. 17 So it's hard to determine exactly 18 what products were being delivered or what mail 19 was being sent out by a variety of contractors or 20 subcontractors on-site. 21 Q. If you can turn to Page 15 or Bates 22 Number 27, which is Exhibit A, Scope of Service. 23 Is Exhibit A, Scope of Service, part of this</p>

<p>Page 105</p> <p>1 prepared?</p> <p>2 A. I do not know, that's correct.</p> <p>3 Q. And let's look at the next section,</p> <p>4 Location of Work.</p> <p>5 A. All right. Location of Work.</p> <p>6 Q. Let me know when you've had an</p> <p>7 opportunity to review that paragraph.</p> <p>8 A. (Witness reviews document.) Okay.</p> <p>9 I've reviewed Location of Work.</p> <p>10 Q. What is a federal foreign trade zone?</p> <p>11 A. I'm familiar with what a foreign</p> <p>12 trade zone represents. It is an area designated</p> <p>13 by U.S. Customs that allows for certain treatment</p> <p>14 of duties relative to parts moving in and out of</p> <p>15 the facility. That's about all I know, though.</p> <p>16 Q. Does that designation affect the way</p> <p>17 employees are to be treated in any way?</p> <p>18 A. No. It's purely related to the</p> <p>19 movement of goods in and out of the facility.</p> <p>20 Q. I want to talk next about Section C,</p> <p>21 Projected Staffing Requirements.</p> <p>22 A. All right.</p> <p>23 Q. Okay. The first thing I want to look</p>	<p>Page 107</p> <p>1 party that derives the ultimate benefit from the</p> <p>2 services provided by the people placed by Dynamic</p> <p>3 or HEA would be the property and team members of</p> <p>4 HMMA that are being secured?</p> <p>5 MR. MIDDLEBROOKS: Object to the</p> <p>6 form.</p> <p>7 A. As I said earlier, the Hyundai</p> <p>8 Engineering was benefiting from the services</p> <p>9 provided by whichever security firm they</p> <p>10 contracted with. And yes, HMMA benefited,</p> <p>11 because the property was protected by Hyundai</p> <p>12 Engineering's subcontractor.</p> <p>13 Q. There is a chart below Section C.</p> <p>14 Does this set the minimum coverage that HMMA is</p> <p>15 requiring the contractor to provide?</p> <p>16 MR. MIDDLEBROOKS: At that time.</p> <p>17 A. At the time of this document being</p> <p>18 prepared, I would say yes.</p> <p>19 Q. Did this coverage schedule that we</p> <p>20 see below -- and I'm calling it a coverage</p> <p>21 schedule, the chart. Does this minimum</p> <p>22 requirement for coverage, did it change by the</p> <p>23 end of July 2017?</p>
<p>Page 106</p> <p>1 at is there is a statement within this that the</p> <p>2 schedule and manpower is subject to change based</p> <p>3 on the business needs of HMMA. What do you</p> <p>4 understand that to mean?</p> <p>5 A. My understanding is that if the</p> <p>6 facility was operating in a different time,</p> <p>7 meaning producing vehicles or not producing</p> <p>8 vehicles, shut down for maintenance, et cetera,</p> <p>9 that's where it would change.</p> <p>10 Q. Okay. And do you agree that whoever</p> <p>11 was providing services under this contract, be it</p> <p>12 HEA or Dynamic, it was to provide protection --</p> <p>13 or to provide sufficient security personnel and</p> <p>14 supervision to ensure the protection of team</p> <p>15 members and the property at HMMA?</p> <p>16 A. Yeah, the contract stipulates that --</p> <p>17 I'm sorry, the security services they would</p> <p>18 provide for the plant site, yes.</p> <p>19 Q. And so the goal of the contract is to</p> <p>20 ensure the protection of team members and</p> <p>21 property at HMMA?</p> <p>22 A. Yes.</p> <p>23 Q. So you would agree then that the</p>	<p>Page 108</p> <p>1 A. This coverage chart could change from</p> <p>2 week to week depending on the operational status</p> <p>3 of Hyundai Motor Manufacturing Alabama. As I</p> <p>4 said earlier, depending on shutdowns, et cetera.</p> <p>5 Q. So would there be a chart -- let me</p> <p>6 rephrase it.</p> <p>7 So would somebody at HMMA then</p> <p>8 generate this chart and provide it to HEA or</p> <p>9 Dynamic to say this is the staffing we need?</p> <p>10 A. Based on this scope of work in front</p> <p>11 of us, that would be, as we've stated, maybe</p> <p>12 we'll call it the minimum or projected staffing</p> <p>13 requirements to operate the facility or to</p> <p>14 provide the services for the facility.</p> <p>15 Q. So would there be charts of this</p> <p>16 nature that I could request either from HMMA,</p> <p>17 HEA, or Dynamic that would show the minimum</p> <p>18 staffing requested by HMMA in July and August of</p> <p>19 2017?</p> <p>20 MR. MIDDLEBROOKS: Object to the</p> <p>21 form. If you know.</p> <p>22 A. I don't know for sure, but I'm sure</p> <p>23 you could check with Dynamic Security.</p>

<p>Page 117</p> <p>1 Summary of Services.</p> <p>2 And we're right at 11:30. Are you</p> <p>3 still good to go?</p> <p>4 A. I'm still fine for the moment.</p> <p>5 MR. MIDDLEBROOKS: I'm good for about</p> <p>6 another half hour.</p> <p>7 A. Yeah, I'm saying we'll shoot for the</p> <p>8 noon hour.</p> <p>9 Q. Okay.</p> <p>10 A. I'm looking at D, Summary of</p> <p>11 Services.</p> <p>12 Q. All right. Does this accurately</p> <p>13 reflect the services that are to be provided</p> <p>14 under this contract?</p> <p>15 A. It does appear to be an accurate</p> <p>16 representation of the services provided.</p> <p>17 Q. Under Section E where we see</p> <p>18 specifications, under 1E, we see that contractor</p> <p>19 shall provide daily, weekly, monthly reports to</p> <p>20 HMMA manager, safety, security, and medical.</p> <p>21 What are the contents of those reports to be?</p> <p>22 A. I am only aware of the content in a</p> <p>23 daily report, and that would be all. And that</p>	<p>Page 119</p> <p>1 be the HMMA managers, safety, security, and</p> <p>2 medical.</p> <p>3 Q. Do you know if there are any</p> <p>4 references to Davita Key on any reports, be they</p> <p>5 daily, weekly, or monthly, that were sent to</p> <p>6 HMMA?</p> <p>7 A. I do not know.</p> <p>8 Q. Under Section 2 where we see minimum</p> <p>9 standards, and this is at the bottom of Page HMMA</p> <p>10 31, are these the minimum qualifications that we</p> <p>11 talked about before that HMMA has set for people</p> <p>12 to be placed to perform work pursuant to this</p> <p>13 contract?</p> <p>14 MR. MIDDLEBROOKS: It goes on to the</p> <p>15 next page.</p> <p>16 THE WITNESS: Thank you.</p> <p>17 A. It appears these are the minimum</p> <p>18 standards that were set forth between HMMA and</p> <p>19 Hyundai Engineering or Hyundai AMOCO.</p> <p>20 Q. (BY MS. LEONARD:) And, again, we go</p> <p>21 back to you don't know if HEA had any</p> <p>22 contribution into this document since it was</p> <p>23 created in 2010?</p>
<p>Page 118</p> <p>1 daily report just shows any activities that may</p> <p>2 have been performed by the security services.</p> <p>3 Q. Would it reflect all the activities</p> <p>4 performed or are there specific types of</p> <p>5 activities that would be reported?</p> <p>6 A. Simple example would be just a</p> <p>7 parking violation that I would see, that's the</p> <p>8 only report I see personally.</p> <p>9 Q. Do you know what the contents are of</p> <p>10 the weekly and monthly reports?</p> <p>11 A. I do not. I've never seen those</p> <p>12 reports.</p> <p>13 Q. Do you know if there are any daily,</p> <p>14 weekly, and monthly reports that were received</p> <p>15 pursuant to this contract that covered the dates</p> <p>16 of July 31st and August 1st, 2017?</p> <p>17 A. I do not.</p> <p>18 Q. Would HMMA have those reports if they</p> <p>19 had been sent?</p> <p>20 A. I don't know. I've not seen the</p> <p>21 reports.</p> <p>22 Q. Who receives those reports?</p> <p>23 A. If I'm reading the contract, it would</p>	<p>Page 120</p> <p>1 A. As we talked about earlier, the</p> <p>2 initials on the bottom right-hand corner indicate</p> <p>3 that two individuals, which we've now determined</p> <p>4 represent the project manager, agreed on these</p> <p>5 minimum standards.</p> <p>6 Q. Okay. And these are standards that</p> <p>7 HMMA put into the contract?</p> <p>8 A. That HMMA and Hyundai AMOCO or</p> <p>9 Engineering agreed to put into the scope of work</p> <p>10 or contract.</p> <p>11 Q. Well, we know that, again, what we're</p> <p>12 looking at, the Section A, was created in 2010,</p> <p>13 correct?</p> <p>14 A. Yes.</p> <p>15 Q. And you don't know if HEA or any of</p> <p>16 its predecessors were part of negotiating this</p> <p>17 document in 2010?</p> <p>18 A. No, I do not have any specific</p> <p>19 knowledge.</p> <p>20 Q. And you don't even know if Exhibit A</p> <p>21 that we're looking at right now was part of a</p> <p>22 negotiation or something that HMMA created and</p> <p>23 presented to be part?</p>

<p style="text-align: right;">Page 125</p> <p>1 trained on the proper data entry skills necessary</p> <p>2 to log, key, scan, and otherwise properly handle</p> <p>3 inbound materials and parts arrival at HMMA.</p> <p>4 Promptly upon request of HMMA,</p> <p>5 contractor shall also conduct training sessions</p> <p>6 to address specific procedures, deficiencies, et</p> <p>7 cetera, as specified by HMMA.</p> <p>8 Q. So the substance of in-service</p> <p>9 training would be the things that are identified</p> <p>10 in Numbers 1, 2, and 3 of Section 3C as reflected</p> <p>11 on Bates Number 33?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. When we look at Number 3, it</p> <p>14 says promptly upon request of HMMA, contractor</p> <p>15 could have to do these other types of trainings.</p> <p>16 Did HMMA make any requests to HEA or</p> <p>17 Dynamic to conduct any training sessions to</p> <p>18 address specific procedures, deficiencies, et</p> <p>19 cetera, as specified by HMMA?</p> <p>20 A. I have no specific knowledge of HMMA</p> <p>21 requesting Hyundai Engineering to conduct any</p> <p>22 training sessions for procedures, deficiencies.</p> <p>23 Q. Do you have any general knowledge of</p>	<p style="text-align: right;">Page 127</p> <p>1 Is that documentation provided to</p> <p>2 HMMA?</p> <p>3 A. I do not have any knowledge that that</p> <p>4 is provided to HMMA.</p> <p>5 Q. In any of the training that the</p> <p>6 contractor is required to provide through these</p> <p>7 sections we've looked at, does any of that</p> <p>8 training relate to avoiding discrimination or</p> <p>9 retaliation?</p> <p>10 A. I do not have any knowledge of</p> <p>11 exactly what is covered in the refresher</p> <p>12 training.</p> <p>13 Q. Do you have knowledge of anything</p> <p>14 that is covered in the annual refresher training?</p> <p>15 A. I do not have any knowledge of what's</p> <p>16 covered in the annual refresher training.</p> <p>17 Q. Does anything within this contract,</p> <p>18 Exhibit 2, require the contractor to provide</p> <p>19 training on federal anti-discrimination laws?</p> <p>20 A. I do not see any information --</p> <p>21 MR. MIDDLEBROOKS: Take your time and</p> <p>22 look at the whole contract.</p> <p>23 A. Yeah, I've looked through the whole</p>
<p style="text-align: right;">Page 126</p> <p>1 HMMA making that request to HEA or Dynamic?</p> <p>2 A. I have no general knowledge of HMMA</p> <p>3 making the request to Hyundai Engineering.</p> <p>4 Q. So you have no knowledge of HMMA</p> <p>5 making a request to the contractor to conduct</p> <p>6 training sessions to address specific procedures,</p> <p>7 deficiencies, et cetera as specified by HMMA?</p> <p>8 A. No, I am not.</p> <p>9 Q. Is there any type of documentation</p> <p>10 that's been provided to HMMA from HEA or Dynamic</p> <p>11 showing the training it has provided to the</p> <p>12 people they have placed on HMMA's property?</p> <p>13 A. I have no knowledge of the</p> <p>14 information being provided.</p> <p>15 Q. Is that something that is required by</p> <p>16 HMMA, to see the training materials used by its</p> <p>17 contractors?</p> <p>18 A. I have no knowledge if it's required.</p> <p>19 Q. In Section D on Bates Number 33, we</p> <p>20 see that the contractor is required to provide</p> <p>21 annual refresher training to recertify the</p> <p>22 training officers who have been working there for</p> <p>23 more than twelve months.</p>	<p style="text-align: right;">Page 128</p> <p>1 thing. I'm not aware that there's anything</p> <p>2 specific to that.</p> <p>3 MR. MIDDLEBROOKS: The contract</p> <p>4 speaks for itself.</p> <p>5 Q. If you can turn to the next page,</p> <p>6 which is HMMA 34, I want to look at Section 6</p> <p>7 that talks about conduct.</p> <p>8 A. I see Section 6, Conduct.</p> <p>9 Q. When we look at that, under Section</p> <p>10 A, it says the contractor has to ensure that the</p> <p>11 security officers carry out their duties and</p> <p>12 comply with the contract, and then it gives some</p> <p>13 examples of things that would be noncompliant.</p> <p>14 And the first thing listed is unacceptable</p> <p>15 appearance. What is that?</p> <p>16 A. The appearance of the security</p> <p>17 officer's uniform.</p> <p>18 Q. Okay. Who determines whether the</p> <p>19 appearance is unacceptable?</p> <p>20 A. Hyundai Engineering or the security</p> <p>21 contractor.</p> <p>22 Q. Does HMMA have any input into what is</p> <p>23 considered unacceptable appearance?</p>

<p>Page 165</p> <p>1 (Whereupon, Plaintiff's Exhibit 5 was 2 marked for identification and a copy of same is 3 attached hereto.)</p> <p>4 Q. And this is a document identified as 5 Contractor Safety, Security, and Fire Protection 6 Handbook.</p> <p>7 A. Uh-huh (positive response). I have 8 it in my hand.</p> <p>9 Q. All right. At the top of all of the 10 pages, we see there's a few bars, and it's got 11 the Hyundai or an H logo and the word Hyundai, 12 and then it says Contractor Handbook, and then 13 next to it HR-AL-EHS-SF-External, do you see 14 that?</p> <p>15 A. Yes, I see that.</p> <p>16 Q. What does this bar represent? Why is 17 it on this document?</p> <p>18 A. This is what I would term as the 19 standard format for our documents related to the 20 business management system, so there's 21 consistency across all documents and the way that 22 they are presented in that system. That's the 23 best way I can put it, yeah.</p>	<p>Page 167</p> <p>1 we were in the security building on the Hyundai 2 campus. And when you walk into that building --</p> <p>3 MR. MIDDLEBROOKS: Hyundai Motor 4 Manufacturing Alabama campus.</p> <p>5 Q. Right. And when you walked into that 6 building, there was the big blue wall that had 7 the H that we see here and the word "Hyundai" on 8 it, and that H and that word "Hyundai" was 9 outside of the plant that you can see from I-65.</p> <p>10 Are you aware of anybody using that H 11 and the word "Hyundai" to brand itself other than 12 Hyundai Motor Manufacturing Alabama?</p> <p>13 A. So, again, there's a number of 14 entities that use the word "Hyundai," like 15 Hyundai Motor America.</p> <p>16 MR. MIDDLEBROOKS: She's talking 17 about this brand.</p> <p>18 A. But this -- so the brand, the Hyundai 19 logo, this is the corporate identity standard for 20 Hyundai as an entity, and we're Hyundai Motor 21 Manufacturing Alabama.</p> <p>22 Q. And when you say it's the corporate 23 brand for Hyundai as an entity, what are you</p>
<p>Page 166</p> <p>1 Q. And when we see the H logo and then 2 the word Hyundai in the top right corner of that 3 box, what does that represent or who does that 4 identify?</p> <p>5 A. It represents, in this case, Hyundai 6 Motor Manufacturing Alabama.</p> <p>7 Q. Is that symbol, the H symbol, and the 8 word Hyundai used to refer to any other company 9 other than HMMA?</p> <p>10 A. There are a number of Hyundai 11 companies that may use the Hyundai logo or name, 12 but it's not necessarily directly associated with 13 Hyundai Motor Manufacturing Alabama.</p> <p>14 I hope I'm answering your question 15 right.</p> <p>16 Q. Okay. Does HEA to your knowledge use 17 that H logo or that word "Hyundai" to identify 18 itself?</p> <p>19 A. I've not seen their logo, but Hyundai 20 Engineering, that's kind of obvious, they use the 21 word "Hyundai."</p> <p>22 Q. I guess where I'm going is: Like 23 when we went to Ms. Key's deposition on Monday,</p>	<p>Page 168</p> <p>1 referring to when you say Hyundai as an entity?</p> <p>2 A. In our case, it's Hyundai Motor 3 Manufacturing, LLC. If it's Hyundai Motor 4 America, they're using it as the Hyundai org 5 company or the overall group that says Hyundai.</p> <p>6 Q. Does the word "Hyundai" have a 7 specific meaning in Korean?</p> <p>8 A. I believe it -- years ago, and it's 9 still probably true, it would mean Modern.</p> <p>10 Hyundai means Modern.</p> <p>11 Q. And the reason I ask is, like you 12 said, there are other businesses that have the 13 word "Hyundai" in it. Hyundai Electrical, 14 Hyundai Power Transformers.</p> <p>15 The fact that they all have the word 16 "Hyundai" in it, is there any connection that 17 allows them to all have the same name?</p> <p>18 A. I think they're all standalone 19 entities.</p> <p>20 Q. Do you know if HMMA or its parent 21 company have taken any steps to either trademark 22 or to have exclusive use of the word "Hyundai" in 23 branding?</p>

<p style="text-align: right;">Page 237</p> <p>1 A. Inside the security building at 2 Entrance 3 at HMMA. That's adjacent to Entrance 3 3 at HMMA. 4 Q. If you turn to the next page, which 5 is Page 54, in the second full paragraph, Dynamic 6 writes to the EEOC: Ms. Key had then decided she 7 could simply ignore the instructions to restyle 8 her dreads to comply with HMMA policy. 9 And then if you skip down a paragraph 10 below that, it reads: After reviewing a copy of 11 the HMMA policy regarding the company's grooming 12 standards, Ms. Key was sent home. 13 What policy did HMMA have that would 14 have been communicated to Ms. Key about the 15 company's grooming standards? 16 MR. MIDDLEBROOKS: Object to the 17 form. 18 A. I don't know, because it says 19 client's grooming policy. Well, who's the 20 client? Hyundai Engineering. Then it comes back 21 and says HMMA policy. The only HMMA policy that 22 relates to length of hair is our safety protocol 23 policy.</p>	<p style="text-align: right;">Page 239</p> <p>1 A. Are they implying that the client's 2 grooming policy is HEA's? 3 Q. That's not my question. On Page 54, 4 who do they identify to be the one -- who's 5 grooming policy are they -- 6 MR. MIDDLEBROOKS: The document 7 speaks for itself. 8 A. Yeah. 9 Q. And what does the document say? 10 A. It says: After reviewing a copy of 11 the HMMA policy regarding company's grooming 12 standard. 13 Q. Do you know what policy that 14 references? 15 A. No, because I wasn't -- I can't 16 interpret what this individual is referring to, 17 because the only policy that has reference to 18 length of hair is our safety protocol policy. It 19 has nothing to do with mailroom or security 20 personnel. 21 Q. Do you have any knowledge as to 22 whether or not HMMA may have communicated a 23 grooming policy to Dynamic as to what it expected</p>
<p style="text-align: right;">Page 238</p> <p>1 Q. I want to clarify. You just said, 2 Who's the client? Hyundai Engineering. Anywhere 3 in this Exhibit 11 does Dynamic identify the 4 client as HEA? 5 MR. MIDDLEBROOKS: Object to the 6 form. 7 A. It doesn't identify HMMA. 8 Q. Doesn't it identify the grooming 9 policy at issue to be HMMA's grooming policy? 10 A. They can imply that. It doesn't make 11 it fact. 12 Q. Well, doesn't Dynamic state in this 13 document that HMMA's grooming policy is the one 14 that's at issue? 15 A. If they're referring to our safety 16 protocol, this would not apply to Ms. Key. It's 17 only for on-site production areas. 18 Q. You would agree with me this document 19 only makes reference to HMMA's grooming policy? 20 A. It makes reference to a client's 21 grooming policy first. 22 Q. And when we look on Page 54, whose 23 grooming policy do they identify?</p>	<p style="text-align: right;">Page 240</p> <p>1 for people in Ms. Key's role? 2 A. No. 3 Q. Let's go to the bottom of the page. 4 And below the bullet points HMMA -- or Dynamic 5 writes to the EEOC: It was agreed by Dynamic and 6 HMMA management that Ms. Key would be removed 7 from the work site. 8 Who at HMMA management agreed with 9 Dynamic that Ms. Key would be removed from the 10 work site? 11 A. No one. 12 Q. Is that an untrue statement? 13 A. No, it's -- that's an untrue 14 statement? Are you talking about my statement 15 being untrue? 16 Q. No, no. Is Dynamic making an untrue 17 statement to the EEOC when it represented it was 18 agreed by Dynamic and HMMA management that Ms. 19 Key would be removed from the work site? 20 A. Yes, it must be untrue, because no 21 one at HMMA made this decision to remove Ms. Key 22 from the work site. 23 Q. Did Dynamic make an untrue statement</p>

<p>Page 241</p> <p>1 to the EEOC when it said HMMA's grooming 2 policy -- or HMMA had a grooming policy that 3 would have applied to Ms. Key's dreadlocks? 4 A. I understand what it says in the 5 document here, but I believe there's a 6 misinterpretation of HMMA policy, because, again, 7 the only policy that refers to length of hair is 8 our safety protocols. 9 Q. So you would say Dynamic's 10 representation to the EEOC that HMMA had a 11 grooming policy relating to Ms. Key's hairstyle 12 is untrue? 13 A. I would have to say, because we don't 14 have one that applies to the mail clerks. 15 Q. So it would be HMMA's position then 16 that Dynamic provided untrue information to the 17 EEOC? 18 MR. MIDDLEBROOKS: Asked and answered 19 numerous times. 20 Q. You can answer it again. 21 MR. MIDDLEBROOKS: You're badgering 22 the witness. 23 MS. LEONARD: Hardly.</p>	<p>Page 243</p> <p>1 Q. And that's something that you would 2 be aware of since you were prepared on that topic 3 area? 4 A. That's true, I guess. Based on 5 information I've been provided, no, there's not 6 been anybody. 7 Q. Okay. Would it be fair to say then 8 you're also not aware of anyone who has received 9 discipline for the way that they wore their hair 10 on HMMA property? 11 A. No. Are -- we're referring to 12 security personnel? I just want to clarify that. 13 Is that what you're referring to? 14 Q. We'll start with security personnel. 15 Are you aware of any security or mailroom 16 personnel that have received any type of 17 discipline, corrective action, or been requested 18 by HMMA to be removed from the site because of 19 their hairstyle? 20 A. No. 21 Q. Have there been any employees -- or 22 has HMMA fired or disciplined anyone that worked 23 directly for it for their hairstyle?</p>
<p>Page 242</p> <p>1 Q. (BY MS. LEONARD:) You can answer. 2 A. Yes, I believe that is an untrue 3 representation. 4 Q. With respect to any person who was 5 employed or assigned through a contract to HMMA 6 through HEA or Dynamic for the period of 2017 to 7 the present, are you aware of anyone that was 8 accused of having a hairstyle inconsistent with 9 grooming standards? 10 A. I apologize, but counsel was talking 11 to me, so I wasn't able to give you my -- 12 MR. MIDDLEBROOKS: I was trying to 13 move these exhibits out of the way that you were 14 finished with. 15 Q. I'm looking at topic area 3 from 16 Exhibit 1, the 30(b)(6) notice. With respect to 17 any person who is employed by HMMA or assigned to 18 HMMA through HEA or Dynamic for the period of 19 2017 to the present, has anyone been accused of 20 having a hairstyle that was inconsistent with the 21 company's grooming standards for having 22 dreadlocks? 23 A. Not that I'm aware of.</p>	<p>Page 244</p> <p>1 A. No. 2 Q. So regardless of their category, HMMA 3 hasn't done anything to anybody about their hair? 4 A. No. 5 MR. MIDDLEBROOKS: That's beyond the 6 scope of the 30(b)(6). 7 MR. WHITEHEAD: Can I just say, I 8 mean, look, if somebody is walking around with a 9 ponytail that fell out of their hat, I'm sure a 10 supervisor is going to say, hey, put it back up 11 in your hat. 12 THE WITNESS: Yeah, that's not -- you 13 said terminated, or whatever she just said. 14 A. Yeah, if someone is not following the 15 safety protocols -- 16 MR. MIDDLEBROOKS: That's still 17 beyond the scope of 30(b)(6). 18 MS. LEONARD: Actually, it's part of 19 topic area 3 that dealt with comparatives. 20 MR. MIDDLEBROOKS: 3? 21 MS. LEONARD: Yeah. 22 MR. MIDDLEBROOKS: It says -- okay. 23 He's answered the question.</p>

<p>Page 249</p> <p>1 any source that Davita Key had complained about 2 discrimination or retaliation?</p> <p>3 A. No. We had not heard about this case 4 prior to this notice.</p> <p>5 Q. Had HEA or Dynamic informed HMMA that 6 Ms. Key had made either a complaint to Dynamic or 7 that Ms. Key had filed an EEOC charge?</p> <p>8 MR. MIDDLEBROOKS: Prior to that 9 date?</p> <p>10 MS. LEONARD: Yes.</p> <p>11 A. No.</p> <p>12 Q. (BY MS. LEONARD:) What did you do to 13 determine that HMMA's first notice of Ms. Key's 14 complaint was Plaintiff's Exhibit 12?</p> <p>15 A. Based on conversations with legal and 16 compliance, they informed me that they became 17 aware of the case once they received this letter 18 from the enforcement supervisor. And once they 19 received the information, then they contacted 20 Hyundai Engineering to learn more about the 21 situation.</p> <p>22 Q. Who in legal and compliance made you 23 aware of that?</p>	<p>Page 251</p> <p>1 Exhibit 12, which is Bates Number Key 58, it 2 appears to be a notice of charge of 3 discrimination, which is referenced as an 4 attachment to the first page, and that appears to 5 bear an e-mail address. And that's why I was 6 asking is, looking at these, I couldn't tell if 7 this was sent via mail or e-mail. Does HMMA not 8 have any recollection which way it came through?</p> <p>9 A. I don't have specific knowledge how 10 it was delivered, no.</p> <p>11 Q. Okay. On Page 59 of Exhibit 12 at 12 the top of the page is a preservation of records 13 requirement. When did HMMA first take steps to 14 preserve information or documents that would 15 relate to Ms. Key's allegation that she 16 experienced discrimination when she was removed 17 from doing work on HMMA's property?</p> <p>18 A. Normal practice, once a charge is 19 presented to HMMA, is to require anyone that may 20 have connection with the case to do just what you 21 said, preserve records.</p> <p>22 Q. Was any type of litigation hold 23 letter sent out to anyone at HMMA relating to Ms.</p>
<p>Page 250</p> <p>1 A. You mean of what I just described?</p> <p>2 Q. Yes.</p> <p>3 A. Mr. Chris Whitehead.</p> <p>4 Q. Okay. Considering that general 5 affairs would be the point of contact for the 6 security services contract, in preparing for your 7 deposition, did you make any effort to obtain 8 information from general affairs as to whether 9 they had received notice from HEA, Dynamic, or 10 any other source about Ms. Key's complaints?</p> <p>11 A. No.</p> <p>12 Q. Do you know what efforts, if any, 13 legal and compliance made to determine if any 14 other points of contact at HMMA other than Mr. 15 Whitehead had knowledge of Ms. Key's complaints 16 prior to October 24th?</p> <p>17 A. No.</p> <p>18 Q. Do you know if Plaintiff's Exhibit 12 19 was received by HMMA through the mail or 20 electronically through an e-mail?</p> <p>21 A. The appearance on the document 22 doesn't really confirm one way or the other.</p> <p>23 Q. If you turn to the second page of</p>	<p>Page 252</p> <p>1 Key's claims?</p> <p>2 A. That, I wouldn't know. I would defer 3 to legal and compliance.</p> <p>4 Q. Did HMMA receive any type of 5 litigation hold from Dynamic or from HEA?</p> <p>6 A. I would have to defer to legal and 7 compliance.</p> <p>8 Q. On the next page, which is Key 60, it 9 gives direction on a position statement, and it 10 indicates that a position statement should be 11 signed by an officer, agent, or representative of 12 the respondent.</p> <p>13 Did HMMA understand that that would 14 be what was required when it was responding to 15 the EEOC?</p> <p>16 A. I believe our legal and compliance 17 department would follow the directive of the 18 EEOC.</p> <p>19 Q. All right. I want to look next at 20 Exhibit 13, which is Ms. Key's EEOC charge. 21 (Whereupon, Plaintiff's Exhibit 13 22 was marked for identification and a copy of same 23 is attached hereto.)</p>

<p style="text-align: right;">Page 253</p> <p>1 Q. Who did HMMA notify that it had</p> <p>2 received Ms. Key's EEOC charge, which is Exhibit</p> <p>3 13 or Bates Number Key 47?</p> <p>4 A. One more time. Say that one more</p> <p>5 time.</p> <p>6 Q. Sure. Who did HMMA notify that it</p> <p>7 had received this charge of discrimination?</p> <p>8 MR. MIDDLEBROOKS: You're kind enough</p> <p>9 to write your question at the top of the</p> <p>10 document.</p> <p>11 Q. Oh, I gave you mine. You can answer.</p> <p>12 Go ahead.</p> <p>13 A. I'm a little bit confused about who</p> <p>14 notified who. I mean, EEO notified HMMA.</p> <p>15 Q. No, no. When HMMA got this document,</p> <p>16 who did they tell, Hey, Davita Key has filed an</p> <p>17 EEOC charge?</p> <p>18 A. Oh, okay. So as I said earlier, once</p> <p>19 we received the notification, legal and</p> <p>20 compliance contacted Hyundai Engineering to learn</p> <p>21 more information about the charge.</p> <p>22 Q. And do you know who that was?</p> <p>23 A. Who contacted Hyundai Engineering?</p>	<p style="text-align: right;">Page 255</p> <p>1 experienced discrimination through her assignment</p> <p>2 at HMMA, and HEA had that notice before Ms. Key</p> <p>3 filed her lawsuit?</p> <p>4 MR. MILLER: Object to the form.</p> <p>5 MR. MIDDLEBROOKS: Object to the</p> <p>6 form.</p> <p>7 Q. Let me rephrase it. Before Ms. Key</p> <p>8 filed her lawsuit, it's fair to say that HMMA</p> <p>9 notified HEA about Ms. Key's EEOC charge?</p> <p>10 MR. MILLER: Object to the form.</p> <p>11 A. You're mixing -- you're confusing me</p> <p>12 on who went first, because, again, we received --</p> <p>13 Q. Ms. Key's lawsuit was filed in 2019.</p> <p>14 A. Okay.</p> <p>15 Q. You would agree with me that sometime</p> <p>16 after October 24th, 2018, HMMA notified HEA about</p> <p>17 Ms. Key's EEOC charge?</p> <p>18 MR. MILLER: Object to the form.</p> <p>19 A. Well, at least now I'm clear on the</p> <p>20 question in the sense that it was at least</p> <p>21 fourteen, fifteen months, whatever it was, after</p> <p>22 the actual termination of the individual that</p> <p>23 HMMA was informed that there was even a case.</p>
<p style="text-align: right;">Page 254</p> <p>1 Q. Yes.</p> <p>2 A. Maybe it was Chris Whitehead. That's</p> <p>3 why I said legal and compliance, because I don't</p> <p>4 know exactly who contacted them.</p> <p>5 Q. How did you come to learn that</p> <p>6 someone from legal and compliance contacted</p> <p>7 Hyundai Engineering once HMMA received Exhibit</p> <p>8 13?</p> <p>9 A. Because during my preparation</p> <p>10 yesterday, Mr. Whitehead gave me that information</p> <p>11 about the timing of when they received this</p> <p>12 charge.</p> <p>13 Q. Do you know if there are any</p> <p>14 documents that reflect communications between</p> <p>15 HMMA and HEA about Ms. Key's EEOC charge?</p> <p>16 A. I don't know if it was in the form of</p> <p>17 a phone call or what. I do not -- obviously,</p> <p>18 there was communication, because Mr. Whitehead</p> <p>19 acknowledged that he contacted Hyundai</p> <p>20 Engineering to learn more about it. I don't know</p> <p>21 exactly how that communication took place.</p> <p>22 Q. So it would be fair to say that HEA</p> <p>23 had notice of Ms. Key's complaints that she had</p>	<p style="text-align: right;">Page 256</p> <p>1 Q. That's not my question. I'm going to</p> <p>2 move to strike as nonresponsive.</p> <p>3 A. Okay.</p> <p>4 Q. I'll be blunt. HMMA represented to</p> <p>5 the Court earlier in this case that it did not</p> <p>6 know about Ms. Key's charge until it was sued.</p> <p>7 What I'm hearing from you is to the extent</p> <p>8 HMMA -- and it's okay if I'm --</p> <p>9 MR. MILLER: I'm going to go ahead</p> <p>10 and object before she even finishes that</p> <p>11 question. To the extent that she's claiming that</p> <p>12 any lawyer made a misrepresentation, I would --</p> <p>13 you just need to think carefully. I wasn't</p> <p>14 involved in the case at that time, but you need</p> <p>15 to be careful about how -- maybe you should</p> <p>16 rephrase that for your own good.</p> <p>17 Q. You would agree that HMMA sometime in</p> <p>18 2018 notified -- in 2018 Hyundai Motor</p> <p>19 Manufacturing Alabama notified Hyundai</p> <p>20 Engineering about Ms. Key's EEOC charge?</p> <p>21 MR. MILLER: Object to the form.</p> <p>22 A. Okay. So I'll answer it the same way</p> <p>23 I did before, in that once we were notified, then</p>

<p style="text-align: right;">Page 257</p> <p>1 contacted -- Chris Whitehead or someone from 2 legal and compliance contacted Hyundai 3 Engineering to learn what actually -- or learn 4 about the charge, what happened, who -- so that's 5 all I can say. That's when that contact took 6 place. 7 Q. Did HMMA provide a copy of Ms. Key's 8 EEOC charge to HEA? 9 A. That, I did not discuss with Mr. 10 Whitehead, so I cannot answer that. 11 Q. How could we find that out? 12 MR. MIDDLEBROOKS: You could ask 13 HMMA. 14 MS. LEONARD: Or we could ask Mr. 15 Whitehead. I'm trying to avoid having to do 16 that, which is why I was trying to do a 30(b)(6). 17 MR. MIDDLEBROOKS: Well, there is an 18 e-mail that we produced. 19 MR. WHITEHEAD: Heather, if I had a 20 memory off the top of my head, I would tell you. 21 I don't remember off the top of my head, but we 22 don't have any objection to looking to see if 23 that was done.</p>	<p style="text-align: right;">Page 259</p> <p>1 think it's outside of the scope of this case. 2 MS. LEONARD: You can, but going back 3 to the motions to dismiss, if one of the 4 representations is if HEA actually knew about 5 this, I think it changes how the Court may have 6 viewed the motion to dismiss, and we may want to 7 revisit the issue with the Court. So that's part 8 of why I'm proceeding down this line of 9 questioning. 10 MR. MILLER: Is that a question? 11 MS. LEONARD: No. I'm letting you 12 know that's where this is going, why I'm going 13 down this line. 14 MR. MILLER: And I'm objecting, 15 because that issue is no longer in the case. 16 MS. LEONARD: It might be, though. 17 Q. (BY MS. LEONARD:) Do you know if 18 HMMA shared a copy of Ms. Key's EEOC charge with 19 anyone outside of HMMA, whether it's HEA, 20 Dynamic, or anybody else? 21 A. I don't have any knowledge. 22 MR. MIDDLEBROOKS: They did me. 23 MS. LEONARD: You don't count.</p>
<p style="text-align: right;">Page 258</p> <p>1 MS. LEONARD: I would really rather 2 avoid taking another lawyer's deposition. 3 MR. WHITEHEAD: I understand. And I 4 would not go silently into the night if someone 5 noticed me either. 6 MS. LEONARD: If you guys are 7 agreeable, I can send an interrogatory that says 8 what information was provided by HMMA to HEA from 9 the period of, you know, for the period leading 10 up to HEA -- 11 MR. WHITEHEAD: I honestly don't 12 think I sent a copy of the actual charge -- and 13 we're talking about Cassandra Williams is who 14 we're talking about, and I honestly don't think I 15 sent a copy of the charge over to her. 16 MS. LEONARD: And I'm not limiting it 17 just to you if it could have been Chris, anybody 18 in legal. 19 MR. WHITEHEAD: It would be Chris. 20 MR. MIDDLEBROOKS: It would be Chris 21 Smith. 22 MR. MILLER: On behalf of HEA, I'm 23 going to object to this line of questioning. I</p>	<p style="text-align: right;">Page 260</p> <p>1 You're in the bubble. 2 MR. MIDDLEBROOKS: That's where I 3 want to be. 4 Q. (BY MS. LEONARD:) Exhibit 14 is 5 HMMA's submission to the EEOC in response to Ms. 6 Key's EEOC charge, and it's Bates Numbers Key 67 7 through 72. 8 (Whereupon, Plaintiff's Exhibit 14 9 was marked for identification and a copy of same 10 is attached hereto.) 11 Q. Was Mr. Middlebrooks somebody who was 12 authorized to draft and sign this document on 13 behalf of HMMA? 14 A. Yes. 15 Q. And HMMA authorized him to speak to 16 the matters raised in Ms. Key's EEOC charge? 17 A. Yes. 18 Q. I want to take a step back. Do you 19 know if HMMA communicated with Dynamic Security 20 about Ms. Key's EEOC charge? 21 A. I do not know. 22 Q. Do you have any knowledge who at HMMA 23 would have provided information to assist counsel</p>

<p>1 in preparing Exhibit 14? 2 A. Legal and compliance department. 3 MR. WHITEHEAD: She's referencing the 4 position statement, right? 5 THE WITNESS: Yes. 6 MS. LEONARD: I'm just asking who 7 would have helped him. 8 Q. (BY MS. LEONARD:) Did you 9 participate in the preparation of Exhibit 14? 10 A. I did not. 11 Q. Exhibit 15 is Bates Number Key 62, 12 and it's a letter from EEOC to counsel for HMMA. 13 (Whereupon, Plaintiff's Exhibit 15 14 was marked for identification and a copy of same 15 is attached hereto.) 16 Q. Have you seen this document before? 17 A. I have seen this document. 18 Q. When did you first see this document? 19 A. I saw this document yesterday. 20 Q. On May 2nd, 2019, the EEOC wrote 21 HMMA's representative that the evidence indicates 22 that charging party was discharged in retaliation 23 for engaging in a protected activity.</p>	<p>1 business in response to this letter? 2 A. No. 3 Q. I want to look next to Exhibit 16, 4 which is Bates Numbers Key 64 to 66, which is a 5 letter dated May 9th, 2019 from counsel for HMMA 6 to the EEOC. 7 (Whereupon, Plaintiff's Exhibit 16 8 was marked for identification and a copy of same 9 is attached hereto.) 10 Q. Have you seen this document before? 11 A. Yes, I quickly glanced at it 12 yesterday. 13 Q. Okay. And was Mr. Middlebrooks 14 authorized by HMMA to speak on its behalf about 15 this matter? 16 A. Yes, he was. 17 Q. And when this letter was submitted to 18 the EEOC, was it done so by HMMA's agent? 19 A. When you say agent -- 20 Q. Yeah, was he somebody that -- was Mr. 21 Middlebrooks somebody that HMMA had retained to 22 speak on its behalf about Ms. Key's claims? 23 A. He's -- yeah, he's representing HMMA</p>
<p>1 Who outside of HMMA, if anyone, did 2 HMMA notify that the EEOC had made this 3 conclusion? 4 A. To my knowledge, no one else except 5 counsel. 6 Q. Do you know if HMMA took any action 7 in response to Exhibit 15 to change anything 8 about how it did business or with whom it did 9 business? 10 A. Say that very first part again. 11 Q. Sure. After HMMA got Exhibit 15, did 12 it do anything in terms of how it followed its 13 policies? Did it change anything? 14 A. No. 15 Q. After getting Exhibit 15, did it 16 change anything about with whom it did business? 17 A. No. 18 Q. Did the information from the EEOC 19 that it was -- or that the investigator was going 20 to recommend that a reasonable cause be issued, 21 that Ms. Key had been discharged in retaliation 22 for engaging in protected activity, did HMMA 23 change anything about how it operated or did</p>	<p>1 on behalf of this claim, Mr. Middlebrooks is. 2 Q. And does Exhibit 16 contain the 3 reasons that HMMA was asking the EEOC to 4 reconsider its decision? 5 A. It does outline several reasons. I 6 see here the errors, and there are a total of 7 seven bullets or seven different items outlined 8 in this letter, yes. 9 Q. And HMMA would have provided the EEOC 10 with all of its reasons that it needed to 11 reconsider its decision in this letter? 12 MR. MIDDLEBROOKS: Object to the 13 form. 14 A. It looks like Mr. Middlebrooks 15 provided seven reasons for this -- the error for 16 the charge against HMMA. 17 Q. There wouldn't be a reason for HMMA 18 to withhold any other reasons it might want a 19 reconsideration for inclusion in this letter, is 20 there? 21 MR. MIDDLEBROOKS: Object to the 22 form. 23 A. Just based on the information I'm</p>

<p style="text-align: right;">Page 265</p> <p>1 reading here, Mr. Middlebrooks representing HMMA</p> <p>2 provided the information to say that the charge</p> <p>3 against HMMA was in error.</p> <p>4 Q. And if there was another reason that</p> <p>5 HMMA wanted the EEOC to reconsider, it would be</p> <p>6 included in Exhibit 16?</p> <p>7 MR. MIDDLEBROOKS: Object to the</p> <p>8 form.</p> <p>9 A. I believe based on the seven items</p> <p>10 that he's outlined in this letter, that</p> <p>11 determined why HMMA was not -- should not be</p> <p>12 charged.</p> <p>13 MR. MIDDLEBROOKS: As of the date of</p> <p>14 the letter.</p> <p>15 A. As of the date of the letter.</p> <p>16 Q. And I want to look at Exhibit 17</p> <p>17 next, which is Key 41 through 42.</p> <p>18 (Whereupon, Plaintiff's Exhibit 17</p> <p>19 was marked for identification and a copy of same</p> <p>20 is attached hereto.)</p> <p>21 Q. Have you seen this determination</p> <p>22 issued by the EEOC before?</p> <p>23 A. I glanced at it yesterday, yes.</p>	<p style="text-align: right;">Page 267</p> <p>1 A. Again, I was speculating on exactly</p> <p>2 when, but the important point is this does not</p> <p>3 involve an HMMA team member.</p> <p>4 Q. That's not my question. You're the</p> <p>5 senior vice-president --</p> <p>6 A. I'm giving you the response, because</p> <p>7 that's why I wouldn't have been informed until it</p> <p>8 was necessary to be involved with the case. So I</p> <p>9 would not have been informed, because it's not an</p> <p>10 HMMA team member.</p> <p>11 Q. You would agree the determination by</p> <p>12 the EEOC, though, is that HMMA's employment</p> <p>13 practices, in their view, may be violating</p> <p>14 statutes?</p> <p>15 A. Based on the information provided by</p> <p>16 the equal employment commission letter, maybe,</p> <p>17 yeah.</p> <p>18 Q. And going back to the beginning of</p> <p>19 your deposition, you said it's their</p> <p>20 determination that would determine if a complaint</p> <p>21 was valid, correct?</p> <p>22 MR. MIDDLEBROOKS: Excuse me?</p> <p>23 A. Yeah, I recall saying something</p>
<p style="text-align: right;">Page 266</p> <p>1 Q. When did you first become aware that</p> <p>2 the EEOC had found that HMMA had engaged in</p> <p>3 retaliation towards Ms. Key?</p> <p>4 MR. MIDDLEBROOKS: Excuse me, and</p> <p>5 what?</p> <p>6 Q. Sure. How did you -- when did you</p> <p>7 first learn that the EEOC had made a</p> <p>8 determination adverse to HMMA?</p> <p>9 A. I don't remember the exact date, but</p> <p>10 to be more general -- and that's what I have to</p> <p>11 be, because I don't have an exact -- it would</p> <p>12 have been before this deposition. I just can't</p> <p>13 recall an exact date. I just -- five, six months</p> <p>14 or more. I really don't recall, but I was</p> <p>15 definitely made aware of it X number of months</p> <p>16 ago. I don't know an exact date.</p> <p>17 Q. And you were in your VP human</p> <p>18 resources role in June of 2019, correct?</p> <p>19 A. Yes.</p> <p>20 Q. But despite being VP of human</p> <p>21 resources in June of 2019 when this determination</p> <p>22 was issued, you weren't made aware of it until</p> <p>23 sometime this year in 2022?</p>	<p style="text-align: right;">Page 268</p> <p>1 whether or not -- the EEO would determine whether</p> <p>2 or not we were at fault, and then we have a right</p> <p>3 to defend that, which Mr. Middlebrooks' letter</p> <p>4 that points out the seven different items that</p> <p>5 show they were in error.</p> <p>6 Q. In your role as vice-president of</p> <p>7 human resources, should you have been made aware</p> <p>8 that the EEOC had made a finding adverse to HMMA?</p> <p>9 A. If it involved a team member, yes.</p> <p>10 Q. What does the EEOC do? What's your</p> <p>11 understanding of what they do?</p> <p>12 A. They investigate and/or --</p> <p>13 MR. MIDDLEBROOKS: That's beyond the</p> <p>14 30(b)(6), but go ahead.</p> <p>15 Q. You can answer.</p> <p>16 A. My general understanding is review</p> <p>17 equal employment opportunity issues. I'll leave</p> <p>18 it at that. Broadly, issues that may come up.</p> <p>19 Q. And what laws do you understand the</p> <p>20 EEOC investigates violations of?</p> <p>21 A. I'm not an expert, so I don't know</p> <p>22 the details.</p> <p>23 MR. MIDDLEBROOKS: I object. It's</p>

<p>Page 289</p> <p>1 Q. And we see Gloria Robinson's e-mail 2 address is what?</p> <p>3 A. G -- GloriaRobinson@HMMAUSA.com.</p> <p>4 Q. Did anyone from HEA reach out to HMMA 5 and ask them either to preserve e-mails sent to 6 or received -- sent by -- did anybody reach out 7 and say, Hey, preserve Ms. Williams' e-mails on 8 your server?</p> <p>9 A. Did anyone from HEA?</p> <p>10 Q. Yes.</p> <p>11 A. I can't speak for HEA. I don't know.</p> <p>12 Q. Are you aware of HMMA ever receiving 13 any requests from either -- from HEA or anyone 14 acting on its behalf to preserve Ms. Williams' 15 e-mails as they may relate to Ms. Key?</p> <p>16 A. I don't know for certainty, no, but 17 the past protocol, I would say the odds are good, 18 but I can't definitively say.</p> <p>19 MR. MIDDLEBROOKS: Odds are good is 20 not what she's asking.</p> <p>21 THE WITNESS: Sorry.</p> <p>22 MR. WHITEHEAD: Do you know?</p> <p>23 THE WITNESS: I don't know. I don't</p>	<p>Page 291</p> <p>1 A. I have no knowledge of that taking 2 place.</p> <p>3 MR. MIDDLEBROOKS: I'll tell you 4 we'll stipulate when it comes to Chris Whitehead, 5 he didn't get any such e-mail.</p> <p>6 MS. LEONARD: I'm not limiting it to 7 e-mails. This goes back to figure out who knew 8 what and when.</p> <p>9 MR. MIDDLEBROOKS: Any communication.</p> <p>10 MS. LEONARD: So HMMA's position is 11 it didn't receive any communications from Dynamic 12 or HEA to preserve e-mails that may have been 13 sent through its server?</p> <p>14 MR. WHITEHEAD: Correct.</p> <p>15 MS. LEONARD: Okay.</p> <p>16 Q. (BY MS. LEONARD:) If we go down to 17 the bottom of that same e-mail that Ms. Williams 18 was sending on August 1st, 2017 and her signature 19 line, what is her title?</p> <p>20 A. Oh, Cassandra Williams?</p> <p>21 Q. Yes.</p> <p>22 A. Okay. Manager of security services. 23 That's the line you're referring to?</p>
<p>Page 290</p> <p>1 know.</p> <p>2 Q. (BY MS. LEONARD:) If --</p> <p>3 A. I don't.</p> <p>4 Q. To the extent HEA sent any direction 5 to HMMA to preserve Ms. Robinson's e-mails that 6 may relate to Ms. Key, does HMMA still have any 7 documents that would reflect when it received 8 that communication?</p> <p>9 MR. MIDDLEBROOKS: Object to the 10 form.</p> <p>11 A. I don't have any knowledge. I cannot 12 speak on behalf of Hyundai Engineering.</p> <p>13 Q. Is that something that HMMA would be 14 able to locate if it exists?</p> <p>15 A. I do not know.</p> <p>16 Q. Did anyone from Dynamic at any time 17 reach out to HMMA and ask HMMA to preserve Gloria 18 Robinson's e-mails that may relate to Ms. Key?</p> <p>19 A. I can't speak on behalf of Dynamic 20 Security.</p> <p>21 Q. And that's not my question. My 22 question is: Did HMMA receive a request? 23 Because you can speak on behalf of HMMA.</p>	<p>Page 292</p> <p>1 Q. Yes. And then what business is 2 identified below that?</p> <p>3 A. Hyundai ENG America, Inc.</p> <p>4 Q. And what business is identified below 5 that?</p> <p>6 A. Hyundai Motor Manufacturing Alabama, 7 LLC.</p> <p>8 Q. Do you have any knowledge as to why 9 HMMA's name is contained in Ms. Williams' 10 signature for her e-mail?</p> <p>11 A. Because that is the template that is 12 set up by AutoEver. And any individual with an 13 e-mail that has that template, it would 14 automatically populate that, and then the area 15 above that would be populated by the individual. 16 But everything else on Outlook's 17 server would have a template that represents 18 this. It just basically fills in the blank.</p> <p>19 Q. Knowing that Ms. Robinson is sending 20 e-mails through the Outlook server for HMMA 21 e-mail, if we turn to the second page, we don't 22 see that information in her signature line on the 23 e-mail in the top of Page HEA 169.</p>

<p style="text-align: right;">Page 297</p> <p>1 A. No.</p> <p>2 Q. Have you had any interaction with</p> <p>3 Kristin or Kristal Riddle at Dynamic Security?</p> <p>4 A. No, I have not.</p> <p>5 Q. Do you know if in this e-mail Ms.</p> <p>6 Williams was forwarding to HMMA on November 13th,</p> <p>7 2018 a copy of the EEOC charge that had been</p> <p>8 filed against Dynamic Security?</p> <p>9 A. No, I did not know she was forwarding</p> <p>10 anything.</p> <p>11 Q. Do you know when HMMA first saw a</p> <p>12 copy of the EEOC charge that Ms. Key filed</p> <p>13 against Dynamic Security?</p> <p>14 A. I suspect it's the same date as</p> <p>15 wherever that document is that was received by</p> <p>16 Chris Smith.</p> <p>17 Q. And the document that was received by</p> <p>18 Chris Smith was Ms. Key's complaint against HMMA?</p> <p>19 A. Uh-huh (positive response).</p> <p>20 Q. When did HMMA first see the complaint</p> <p>21 Ms. Key filed against Dynamic Security?</p> <p>22 A. That, I don't know.</p> <p>23 MR. MIDDLEBROOKS: Heather, in this</p>	<p style="text-align: right;">Page 299</p> <p>1 Hyundai -- the AutoEver -- AutoEver, the IT</p> <p>2 group, retains that Outlook database, I guess</p> <p>3 we'll call it. I don't know.</p> <p>4 Q. Do you know whether this e-mail was</p> <p>5 forwarded to anyone else at HMMA?</p> <p>6 A. I'm not aware of anybody else getting</p> <p>7 the e-mail.</p> <p>8 Q. Exhibit 23 to your deposition is HEA</p> <p>9 215 through 216.</p> <p>10 (Whereupon, Plaintiff's Exhibit 23</p> <p>11 was marked for identification and a copy of same</p> <p>12 is attached hereto.)</p> <p>13 Q. Have you seen Plaintiff's Exhibit 23</p> <p>14 before?</p> <p>15 A. Yes, I reviewed this briefly</p> <p>16 yesterday.</p> <p>17 Q. Okay. And when we look at the e-mail</p> <p>18 at the top of Plaintiff's Exhibit 23, it's an</p> <p>19 e-mail sent from Chris Whitehead in HMMA's legal</p> <p>20 compliance department to Kristal Riddle at</p> <p>21 Dynamic Security and copying Cassandra Williams</p> <p>22 at HEA, correct?</p> <p>23 A. Yes.</p>
<p style="text-align: right;">Page 298</p> <p>1 e-mail November 13th, that was a copy of the</p> <p>2 position statement of Dynamic Security and the</p> <p>3 charge that was shared with Cassandra Williams</p> <p>4 and eventually came to legal.</p> <p>5 MS. LEONARD: Okay. So on November</p> <p>6 13th, Ms. Williams is sending to HMMA a copy of</p> <p>7 the Dynamic response?</p> <p>8 MR. MIDDLEBROOKS: And the charge.</p> <p>9 Q. (BY MS. LEONARD:) And back to you,</p> <p>10 Mr. Burns.</p> <p>11 A. Yes.</p> <p>12 Q. You don't know, though, whether this</p> <p>13 was the first time that HMMA learned of Ms. Key's</p> <p>14 EEOC charge against Dynamic?</p> <p>15 A. No. That was fifteen or whatever</p> <p>16 months later.</p> <p>17 Q. Do you know if this e-mail chain that</p> <p>18 we're looking at, Plaintiff's Exhibit 22, still</p> <p>19 lives on HMMA's e-mail server so that we could</p> <p>20 look at this e-mail and the family of e-mails</p> <p>21 associated with it?</p> <p>22 A. No, I don't have any certainty that</p> <p>23 it's available, because not knowing how long</p>	<p style="text-align: right;">Page 300</p> <p>1 Q. And what does the subject matter of</p> <p>2 this e-mail concern?</p> <p>3 A. I'm reading it. Chris says: We just</p> <p>4 got a letter from EEOC indicating they intend to</p> <p>5 recommend a for cause determination against HMMA</p> <p>6 on the Davita Key charge. Have you heard</p> <p>7 anything back regarding the charge submitted</p> <p>8 against Dynamic Security?</p> <p>9 Q. Other than this e-mail exchange, are</p> <p>10 there any other communications among the three</p> <p>11 defendants to this lawsuit about Ms. Key's</p> <p>12 pending EEOC claims?</p> <p>13 A. I have no knowledge of any other</p> <p>14 information being exchanged or e-mails.</p> <p>15 Q. Are there any other e-mails in this</p> <p>16 family of e-mails?</p> <p>17 A. I have no knowledge of any other</p> <p>18 e-mails.</p> <p>19 Q. If they are, would they exist on</p> <p>20 HMMA's server since at least two of the parties</p> <p>21 to this e-mail exchange have @HMMAUSA.com e-mail</p> <p>22 addresses?</p> <p>23 A. As I stated before, I don't know</p>

<p style="text-align: right;">Page 301</p> <p>1 AutoEver IT group's record retention on e-mails.</p> <p>2 So it's hard to say if there would be any record</p> <p>3 of these extensive e-mails that you're looking</p> <p>4 for. I have no knowledge.</p> <p>5 Q. The last few things I want to look at</p> <p>6 are two sets of invoices. And I apologize. I</p> <p>7 did not print off copies for everyone, so when I</p> <p>8 mark Exhibits 24 and 25, I want you to give</p> <p>9 counsel next to you an opportunity to look at</p> <p>10 them, and he may need to pass them down to Mr.</p> <p>11 Miller to look at as well.</p> <p>12 But these are Bates Numbers --</p> <p>13 Exhibit 24 is Bates Numbers HEA 219 through 224.</p> <p>14 (Whereupon, Plaintiff's Exhibit 24</p> <p>15 was marked for identification and a copy of same</p> <p>16 is attached hereto.)</p> <p>17 Q. And Exhibit 25 is Bates Number HEA</p> <p>18 225 through 230.</p> <p>19 (Whereupon, Plaintiff's Exhibit 25</p> <p>20 was marked for identification and a copy of same</p> <p>21 is attached hereto.)</p> <p>22 Q. If you can pass those to your lawyer</p> <p>23 and let him look at that.</p>	<p style="text-align: right;">Page 303</p> <p>1 would review the invoice, confirm that it's</p> <p>2 accurate, ask questions if they needed to. But</p> <p>3 after they validated the invoice, then it would</p> <p>4 be processed for payment to Hyundai Engineering</p> <p>5 America.</p> <p>6 (Whereupon, a discussion off the</p> <p>7 record was held.)</p> <p>8 Q. (BY MS. LEONARD:) Are the entire</p> <p>9 packets that we see in Exhibits 24 and 25 what</p> <p>10 are submitted to HMMA?</p> <p>11 A. Say that again.</p> <p>12 Q. Sure. Are the entire packets that we</p> <p>13 see like in Exhibit 24, is that what's sent to</p> <p>14 HMMA?</p> <p>15 A. To process the invoice for payment?</p> <p>16 Q. Right.</p> <p>17 A. On a monthly basis, that seems to be</p> <p>18 an accurate representation, like Exhibit --</p> <p>19 MR. MIDDLEBROOKS: Would everything</p> <p>20 in there, though, be sent to you, not just the --</p> <p>21 look at all pages.</p> <p>22 A. That's why I'm looking through them.</p> <p>23 I'm flipping through them, because I just look at</p>
<p style="text-align: right;">Page 302</p> <p>1 (Whereupon, a discussion off the</p> <p>2 record was held.)</p> <p>3 A. Again, I've had a chance to look at</p> <p>4 this as well yesterday.</p> <p>5 Q. All right. Looking at Plaintiff's</p> <p>6 Exhibit 24 and 25, what are they? Oh, I'm sorry.</p> <p>7 They're still looking at it.</p> <p>8 MR. WHITEHEAD: I've seen it.</p> <p>9 A. Okay. So, anyway, it looks like this</p> <p>10 is the invoices submitted to Hyundai Motor</p> <p>11 Manufacturing Alabama by Hyundai Engineering for</p> <p>12 the security services provided to HMMA.</p> <p>13 Q. Okay. How does this invoice process</p> <p>14 work, if you know?</p> <p>15 A. In general terms, yes, the Hyundai</p> <p>16 Engineering would submit invoices with, as we can</p> <p>17 see on the second page of the document, detailing</p> <p>18 the positions that -- for the services being paid</p> <p>19 by Hyundai Engineering, that ultimately are</p> <p>20 billed to HMMA; supervisor, security and</p> <p>21 administration support, mail, Officer I, Officer</p> <p>22 II.</p> <p>23 The person receiving the information</p>	<p style="text-align: right;">Page 304</p> <p>1 Exhibit 24 for the month of July 1 through July</p> <p>2 31, each page represents the charges, and then</p> <p>3 they have supporting documentation behind it to</p> <p>4 validate the --</p> <p>5 MR. MIDDLEBROOK: From who?</p> <p>6 A. From Hyundai Engineering -- that's</p> <p>7 what I was about to say -- and Dynamic Security</p> <p>8 who's providing the service to Hyundai</p> <p>9 Engineering.</p> <p>10 Q. If you'll look at Exhibit 24 on Page</p> <p>11 223 and Exhibit 25 on Page 229, we see something</p> <p>12 that looks like it may be an invoice that is sent</p> <p>13 to Cassandra Williams.</p> <p>14 A. Okay. I see it on 23, and I see it</p> <p>15 on 29 now.</p> <p>16 Q. Basically, the last two pages of each</p> <p>17 of these are invoices that look like from</p> <p>18 Dynamic. So these are also submitted to HMMA by</p> <p>19 HEA?</p> <p>20 A. So, again, this is supporting</p> <p>21 documentation for review by the person that's</p> <p>22 going to process the invoice to pay Hyundai</p> <p>23 Engineering for the services provided to Hyundai</p>

<p>1 IN THE UNITED STATES DISTRICT COURT FOR</p> <p>2 THE MIDDLE DISTRICT OF ALABAMA</p> <p>3 NORTHERN DIVISION</p> <p>4 2:19-CV-767-ECM-SMD</p> <p>5</p> <p>6 DAVITA M. KEY,</p> <p>7 Plaintiff,</p> <p>8 v.</p> <p>9 HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC,</p> <p>10 HYUNDAI ENGINEERING AMERICA, INC., DYNAMIC</p> <p>11 SECURITY, INC.,</p> <p>12 Defendants.</p> <p>13</p> <p>14</p> <p>15 DEPOSITION OF KRISTAL RIDDLE</p> <p>16 AUGUST 19, 2022</p> <p>17 9:30 a.m.</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22 COURT REPORTER:</p> <p>23 Lindsey Seals</p>	<p>1 grounds at the time of trial or at the time</p> <p>2 said deposition is offered in evidence, or</p> <p>3 prior thereto.</p> <p>4</p> <p>5 IT IS FURTHER STIPULATED AND AGREED</p> <p>6 that notice of filing of the deposition by the</p> <p>7 Commissioner is waived.</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p>
<p>1 STIPULATIONS</p> <p>2 IT IS STIPULATED AND AGREED by and</p> <p>3 between the parties through their respective</p> <p>4 counsel that the deposition of KRISTAL RIDDLE,</p> <p>5 may be taken before Lindsey Seals, Notary</p> <p>6 Public, State of Alabama at large, at the law</p> <p>7 offices of Palmer Law, LLC, Birmingham,</p> <p>8 Alabama, on August 19, 2022, commencing at</p> <p>9 approximately 9:30 a.m.</p> <p>10</p> <p>11 IT IS FURTHER STIPULATED AND AGREED that</p> <p>12 the signature to and the reading of the</p> <p>13 deposition by the witness is not waived, the</p> <p>14 deposition to have the same force and effect as</p> <p>15 if full compliance had been had with all laws</p> <p>16 and rules of Court relating to the taking of</p> <p>17 depositions.</p> <p>18</p> <p>19 IT IS FURTHER STIPULATED AND AGREED that</p> <p>20 it shall not be necessary for any objections to</p> <p>21 be made by counsel to any questions, except as</p> <p>22 to form or leading questions and that counsel</p> <p>23 for the parties may make objections and assign</p>	<p>1 INDEX</p> <p>2</p> <p>3</p> <p>4 EXAMINATION INDEX</p> <p>5 PAGE</p> <p>6 EXAMINATION OF KRISTAL RIDDLE</p> <p>7 BY MS. PALMER 9</p> <p>8 BY MS. BROWN 183</p> <p>9 BY MR. MILLER 197</p> <p>10 BY MR. REDMOND 200</p> <p>11 FURTHER BY MS. PALMER 204</p> <p>12</p> <p>13 EXHIBIT INDEX</p> <p>14 PLAINTIFF'S PAGE</p> <p>15 Exhibit 9 79</p> <p>16 Exhibit 11 120</p> <p>17 Exhibit 20 81</p> <p>18 Exhibit 24 141</p> <p>19 Exhibit 26 24</p> <p>20 Exhibit 27 29</p> <p>21 Exhibit 29 96</p> <p>22 Exhibit 30 85</p> <p>23 Exhibit 31 90</p>

<div>Page 5</div> <div> 1 Exhibit 32 122 2 Exhibit 36 101 3 Exhibit 37 125 4 Exhibit 38 111 5 Exhibit 41 176 6 Exhibit 43 129 7 Exhibit 44 133 8 Exhibit 47 142 9 Exhibit 48 143 10 Exhibit 49 145 11 Exhibit 50 155 12 Exhibit 51 159 13 Exhibit 52 136 14 Exhibit 53 153 15 Exhibit 54 163 16 Exhibit 55 147 17 Exhibit 56 67 18 Exhibit 57 160 19 Exhibit 58 164 20 Exhibit 60 150 21 Exhibit 61 169 22 DEFENDANTS' (HMMA) PAGE 23 Exhibit 1 186 </div>	<div>Page 7</div> <div> 1 APPEARANCES 2 3 APPEARING ON BEHALF OF THE PLAINTIFF: 4 Leslie A. Palmer 5 Attorney at Law 6 Palmer Law, LLC 7 104 23rd Street South, Suite 100 8 Birmingham, AL 35233 9 E-mail: Leslie@palmerlegalservices.com 10 11 APPEARING ON BEHALF OF THE PLAINTIFF: 12 Heather Newsom Leonard 13 Attorney at Law 14 Heather Leonard, P.C. 15 2105 Devereux Circle, Suite 111 16 Birmingham, AL 35243 17 E-mail: Heather@HeatherLeonardPC.com 18 19 APPEARING ON BEHALF OF DYNAMIC SECURITY: 20 Wesley C. Redmond 21 Attorney at Law 22 Ford Harrison, LLC 23 420 20th Street North, Suite 2560 Birmingham, AL 35203 E-mail: Wredmond@fordharrison.com 24 APPEARING ON BEHALF OF HYUNDAI MOTOR 25 MANUFACTURING ALABAMA, LLC: 26 Whitney R. Brown 27 Attorney at Law 28 Lehr Middlebrooks Vreeland 29 & Thompson, P.C. 30 Po Box 11945 31 Birmingham, AL 35202 32 E-mail: Wbrown@lehrmiddlebrooks.com </div>
<div>Page 6</div> <div> 1 Exhibit 2 193 2 Plaintiff's 8 191 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 </div>	<div>Page 8</div> <div> 1 APPEARING ON BEHALF OF HYUNDAI ENG AMERICA, 2 INC: 3 T. Matthew Miller 4 Attorney at Law 5 Bradley, Arant, Boult, Cummings, LLP 6 1819 Fifth Avenue North 7 Birmingham, AL 35203 8 E-mail: Mmiller@bradley.com 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 </div>

<p>Page 53</p> <p>1 retaliation, or pregnancy?</p> <p>2 A. I'm not sure what you're asking.</p> <p>3 Q. So Exhibit 52 contains, I think, four</p> <p>4 separate headings within the document. Other</p> <p>5 than those four policies, does Dynamic Security</p> <p>6 have other policies and procedures that would</p> <p>7 apply to harassment, retaliation, pregnancy, or</p> <p>8 other EEOC-type issues, discrimination?</p> <p>9 A. No. These are our core policies</p> <p>10 regarding issue.</p> <p>11 Q. You said these are the core policies.</p> <p>12 I just want to be clear, are these the only</p> <p>13 policies?</p> <p>14 A. They are the only policies.</p> <p>15 Q. Okay. I just want to make sure we're</p> <p>16 not going to uncover some other policies</p> <p>17 somewhere that we should have asked for. Okay.</p> <p>18 I'll take this one back because we're going to</p> <p>19 go back to it later.</p> <p>20 Okay. Can you tell me, Mrs. Riddle</p> <p>21 -- can you tell me what do you understand to be</p> <p>22 discrimination? What type of conduct would you</p> <p>23 define as discrimination?</p>	<p>Page 55</p> <p>1 MS. PALMER: Actually, jury</p> <p>2 determines that which would be people.</p> <p>3 MR. MILLER: Well, the Court can</p> <p>4 determine --</p> <p>5 MS. PALMER: Right. And --</p> <p>6 MR. MILLER: Anyway, that's my</p> <p>7 objection.</p> <p>8 MS. PALMER: Right. Well, we're</p> <p>9 operating under the usual stipulations here, so</p> <p>10 speaking objections should not be just object</p> <p>11 to forms.</p> <p>12 MR. MILLER: I just wanted you to</p> <p>13 know why I was objecting so you would have the</p> <p>14 chance to rephrase it. I was just trying to be</p> <p>15 kind. So I won't do that anymore. I'll just</p> <p>16 object and let y'all figure it out.</p> <p>17 MS. PALMER: Yeah.</p> <p>18 Q. Mrs. Riddle, let me rephrase. As the</p> <p>19 chief legal officer, is it your job to deal</p> <p>20 with complaints related to discrimination?</p> <p>21 A. It is.</p> <p>22 Q. And in dealing with those complaints,</p> <p>23 how would you, as the chief legal officer,</p>
<p>Page 54</p> <p>1 MR. REDMOND: I'm going to object to</p> <p>2 the form if you're asking her for a legal</p> <p>3 conclusion.</p> <p>4 MS. PALMER: Just for opinion.</p> <p>5 A. Discrimination, in my opinion, is</p> <p>6 when someone takes an action against another</p> <p>7 person which is based on a characteristic that</p> <p>8 the individual doesn't necessarily have -- have</p> <p>9 control over and treating an individual</p> <p>10 differently because of that situation.</p> <p>11 Q. And in your -- in your position as</p> <p>12 the -- I'm going to say it wrong because I want</p> <p>13 to say legal affairs coordinator but that's not</p> <p>14 it -- chief legal officer, how would you</p> <p>15 determine if someone's complaint was in fact</p> <p>16 discrimination?</p> <p>17 MR. REDMOND: Object to form.</p> <p>18 Q. You can answer.</p> <p>19 MR. REDMOND: You can answer.</p> <p>20 MR. MILLER: I'm going to object to</p> <p>21 that as well. Just for the record, an</p> <p>22 individual can't determine that. Only a court</p> <p>23 can determine complaints discrimination.</p>	<p>Page 56</p> <p>1 determine whether discrimination had occurred?</p> <p>2 MR. REDMOND: Object to form.</p> <p>3 A. I rely on the reports that I'm</p> <p>4 provided. I rely upon the -- the statements</p> <p>5 that I'm given from the person who's making the</p> <p>6 complaint. I rely on the reports from</p> <p>7 investigation that occurred on the ground by</p> <p>8 our local branch management. I rely on witness</p> <p>9 statements if there are any. I take -- that's</p> <p>10 what I take into account.</p> <p>11 Q. And in relying on those reports and</p> <p>12 witness statements, do you also look at other</p> <p>13 documents or e-mails or communications as they</p> <p>14 may relate to the events in question?</p> <p>15 A. If they're relevant.</p> <p>16 Q. And with regard to -- what did I ask,</p> <p>17 discrimination -- with regard to retaliation as</p> <p>18 the chief legal affairs -- no chief legal</p> <p>19 officer, how would you make a determination as</p> <p>20 to whether someone's complaint constituted</p> <p>21 retaliation?</p> <p>22 A. In much the same manner.</p> <p>23 Q. And with respect to Ms. Key in 2017,</p>

<p>Page 57</p> <p>1 has Dynamic Security evaluated whether 2 Ms. Key's complaint constituted discrimination 3 or retaliation? 4 A. Yes. 5 Q. Okay. And who made that evaluation? 6 A. I did. 7 Q. Okay. And what was determined in 8 that evaluation? 9 A. The determination in that evaluation 10 was that I did not believe that retaliation had 11 occurred. I did not believe discrimination had 12 occurred. It seemed obvious that the problem 13 was that she was not following the instructions 14 of Cassandra Williams regarding her hairstyle. 15 Q. What documents did you review in 16 making that determination with regard to 17 Ms. Key? 18 A. I reviewed the e-mail that was sent 19 to Ray Cureton by Cassandra. I also relied on 20 the statement by Latunya Howell and the 21 statement from Gloria Robinson. 22 Q. Which statement are you identifying 23 from Gloria Robinson?</p>	<p>Page 59</p> <p>1 A. I received the statement -- I 2 received the request for position statement on 3 August 11th -- 11th or 12th, 2017, and spent 4 30 days reviewing the documentations and going 5 back through them. 6 Q. Okay. And I just want to clarify 7 because we may be talking about two different 8 things. You said that you reviewed Latunya 9 Howell's statement, Ray Cureton -- did you say 10 Ray Cureton? 11 A. I didn't rely on his statement as 12 much as -- as regards to what actually happened 13 in -- on that day between -- between Keys, 14 Robinson, and Williams, but I did take it into 15 account. 16 Q. Okay. 17 A. My primary focus were those three. 18 Q. Okay. And so it sounds to me like 19 you're talking about the incident that 20 occurred, I think as you said, between Key, 21 Robinson, and Williams at Hyundai; is that 22 right? 23 MR. MILLER: Object to the form.</p>
<p>Page 58</p> <p>1 A. This statement. 2 Q. Okay. 3 MS. BROWN: Can she read the Bates 4 number into the record? 5 A. Bates number is Dynamic-Key -- do I 6 say all the zeros or just the last -- 34 and 7 35. 8 MR. REDMOND: It's actually three 9 pages, isn't it? 10 MS. PALMER: Yes. So the actual -- 11 and we'll get to it. It will be an exhibit. 12 But the actual memorandum is three pages. At 13 some point, it came across as only two. I'm 14 assuming it maybe was a front and back. 15 A. Oh, okay. 16 MS. PALMER: But the full one will be 17 put in as an exhibit. 18 Q. When did you make this determination 19 with regard to Ms. Key's complaint? 20 A. I made the determination during the 21 time that I was working on the position 22 statement for EEOC. 23 Q. When was that, do you remember?</p>	<p>Page 60</p> <p>1 MR. REDMOND: Object to the form. 2 Q. You can answer. 3 A. That is what I -- 4 Q. Okay. And so during that time 5 period -- so we're talking, I think, 6 August 1st, 2017, around there -- did you 7 consider Cassandra Williams as an employee for 8 HMMA? 9 A. Yes. 10 Q. Okay. And did you understand that 11 she was speaking for HMMA? 12 MS. BROWN: Object to the form. 13 MR. MILLER: Object to the form. 14 Q. Did you understand Cassandra Williams 15 was acting on behalf of HMMA when she requested 16 Davita Key's removal? 17 MS. BROWN: Object to the form. 18 Q. You can answer. 19 A. Can you say it again? I've lost it. 20 Q. Did you understand that Ms. Williams 21 was acting for HMMA when she requested Davita 22 Key's removal? 23 MS. BROWN: Object to the form.</p>

<p>Page 61</p> <p>1 MR. MILLER: Object to the form.</p> <p>2 A. Sorry. You guys got me kind of --</p> <p>3 Q. It's okay.</p> <p>4 A. My brain is just froze.</p> <p>5 Q. It's okay. Let me ask it this way.</p> <p>6 So --</p> <p>7 MR. MILLER: Your questions are</p> <p>8 problematic and that's why we're objecting.</p> <p>9 Q. Are you aware that Ms. Williams</p> <p>10 requested Ms. Key's removal?</p> <p>11 A. I am aware.</p> <p>12 Q. Okay. And who was she --</p> <p>13 MR. MILLER: Object to the form. If</p> <p>14 you'll pause for just a second because a lot of</p> <p>15 these questions are objectionable, can call for</p> <p>16 facts not in evidence. So I do want to have</p> <p>17 the chance to object before you answer it. I</p> <p>18 hope my objection will be considered an</p> <p>19 objection before you answer. Thank you.</p> <p>20 Q. Who was Ms. Williams -- where was</p> <p>21 Ms. Williams requesting Ms. Key be removed</p> <p>22 from?</p> <p>23 MR. MILLER: Object to the form.</p>	<p>Page 63</p> <p>1 Q. Okay. Did you make any determination</p> <p>2 with regard to whether her removal from Dynamic</p> <p>3 Security constituted discrimination or</p> <p>4 retaliation?</p> <p>5 A. My determination was that it did not</p> <p>6 because we were perfectly willing to continuing</p> <p>7 employing her. She was offered other positions</p> <p>8 at other clients, and she declined them.</p> <p>9 Q. Okay. What -- when did you make that</p> <p>10 determination?</p> <p>11 A. During the same time period.</p> <p>12 Q. And what other positions had she been</p> <p>13 offered?</p> <p>14 A. I am aware that she had been offered</p> <p>15 a position at Koch Foods, and I am aware that</p> <p>16 she was offered a position at Mobis.</p> <p>17 Q. And that was two positions?</p> <p>18 A. Correct. Two separate choices.</p> <p>19 Q. Would this have been within that same</p> <p>20 30-day period that you referenced from the EEOC</p> <p>21 charge to when you made your determination?</p> <p>22 MR. REDMOND: Object to the form.</p> <p>23 I'll be happy to tell you why.</p>
<p>Page 62</p> <p>1 MS. BROWN: Object to form.</p> <p>2 A. From Hyundai property.</p> <p>3 Q. Okay. And what company was -- did</p> <p>4 Dynamic Security understand was the Hyundai</p> <p>5 property?</p> <p>6 MS. BROWN: Object to form.</p> <p>7 A. HMMA.</p> <p>8 Q. You said that you did this</p> <p>9 investigation while you were responding to the</p> <p>10 position statement. Is that position statement</p> <p>11 in response to the EEOC charge that Dynamic</p> <p>12 Security received?</p> <p>13 A. I only responded to Dynamic -- the</p> <p>14 requests for Dynamic Security to provide a -- a</p> <p>15 position statement.</p> <p>16 Q. Okay. And do you recall that one of</p> <p>17 the allegations that Ms. Key made was that she</p> <p>18 had been terminated by Dynamic Security?</p> <p>19 A. I do recall that, yes.</p> <p>20 Q. And that would have been after her</p> <p>21 removal from Hyundai; correct?</p> <p>22 A. She would have stated that she was</p> <p>23 dismissed after she was removed from Hyundai.</p>	<p>Page 64</p> <p>1 Q. So -- so it was a bad question. So</p> <p>2 in -- over what period of time was Ms. Key</p> <p>3 offered these two positions?</p> <p>4 A. My understanding is that Ms. Key was</p> <p>5 offered the two positions almost immediately</p> <p>6 after the situation at HMMA.</p> <p>7 Q. And was she offered anymore positions</p> <p>8 after that?</p> <p>9 A. Not that I am aware of.</p> <p>10 Q. How did you become aware that she was</p> <p>11 offered any positions?</p> <p>12 A. By a -- by conversations with Ray</p> <p>13 Cureton. I believe Nicole Scavella also</p> <p>14 affirmed that positions were offered to her.</p> <p>15 And we have the notations that these positions</p> <p>16 were offered to her.</p> <p>17 Q. Did you check with Ms. Key to see</p> <p>18 what her position would be?</p> <p>19 A. No. Ms. Key was uncommunicative.</p> <p>20 Q. How -- tell me what you mean by she</p> <p>21 was uncommunicative.</p> <p>22 A. She was refusing contact from the</p> <p>23 branch office.</p>

<p>Page 69</p> <p>1 A. We would -- it would be the 2 responsibility of the employee to tell 3 management. 4 Q. Would management make any notation in 5 the file so that they didn't offer jobs? 6 A. In the file, no. 7 Q. You hedged a little bit on that so I 8 just want to make sure, would they make any 9 notations anywhere? 10 A. It would really depend on the 11 manager, just how they would want to keep those 12 records. 13 Q. Okay. Is there any policy or 14 procedure about how to maintain those records? 15 A. No, there's not. 16 Q. Do you have any knowledge about how 17 -- or if Ray Cureton would have maintained any 18 records? 19 A. No. 20 Q. Who would have received a copy of 21 Ms. Key's application? 22 A. The application would be kept in the 23 Montgomery office.</p>	<p>Page 71</p> <p>1 A. Paper. 2 Q. Okay. So does every employee have 3 like a paper file, like a folder, at the 4 Montgomery office? 5 A. They are supposed to. 6 Q. Are you okay? Do you need a break? 7 A. I wouldn't mind a break. That would 8 be nice. 9 Q. Okay. Let's take a little break. 10 (Break.) 11 Q. So, Ms. Riddle, we took a short 12 break. Is there anything about the testimony 13 that you've given so far that you need to 14 change at this point? 15 A. No. 16 Q. So we were discussing how Davita Key 17 came to work at Dynamic Security. How was 18 she -- once she was hired, how was she assigned 19 to Hyundai? 20 A. That was really -- that was what they 21 were hiring for. They had the -- they had 22 openings at Hyundai, and so that would have 23 been what came up first for her assignment.</p>
<p>Page 70</p> <p>1 Q. Is that the same for all applications 2 or just Montgomery employees? 3 A. Company wide. The hire packet and 4 applications are maintained in the local 5 office. 6 Q. Okay. And if you'll look for me on 7 Exhibit 56. Next to her availability there are 8 two kind of blackened arrows. Are you aware of 9 who made those marks on this document? 10 A. My understanding is that the marks 11 were made by Sherry Spiers. 12 Q. Is this two-page document that's 13 Bates labeled 294 and 295, is that the entire 14 application Ms. Key would have filled out? 15 A. It is. 16 MR. REDMOND: You're starting to talk 17 as she is ending her sentence. Be sure she 18 finishes before you talk. We don't want the 19 court reporter mad at us. 20 Q. And you said this document would have 21 been maintained in the Montgomery office. Is 22 it maintained in paper format, in electronic 23 format, what format would it be maintained?</p>	<p>Page 72</p> <p>1 Q. And did you say earlier that Gloria 2 Robinson would have been involved in her 3 hiring? 4 A. Yes. 5 Q. Okay. How would Gloria have been 6 involved in her hiring? 7 A. Gloria would do the initial 8 interview. 9 Q. And once that initial interview was 10 complete, how would she be hired from that 11 point? 12 A. Once the initial interview was 13 complete, she would have been instructed to go 14 to the local Montgomery office, present to Ray 15 Cureton, and at that point, the paperwork would 16 begin. 17 Q. Okay. Do you have any knowledge of 18 whether Cassandra Adams -- Cassandra Williams 19 was involved in her initial interview? 20 MR. MILLER: Object to the form. 21 Q. You can answer. 22 THE WITNESS: That's kind of 23 complicated.</p>

<p>Page 73</p> <p>1 MR. REDMOND: Huh?</p> <p>2 THE WITNESS: I said that's</p> <p>3 complicated.</p> <p>4 Q. Well, tell me what -- tell me --</p> <p>5 A. I don't know that she was -- I do not</p> <p>6 know if Cassandra was present for the initial</p> <p>7 interview that was conducted between Keys and</p> <p>8 Robinson. But Ms. Williams would have the --</p> <p>9 Ms. Williams would meet with the employees that</p> <p>10 were being interviewed and considered to be</p> <p>11 placed at the Hyundai facility.</p> <p>12 Q. Okay. When would she meet with those</p> <p>13 employees?</p> <p>14 A. At the time that it was convenient.</p> <p>15 I don't know -- I don't know that there was a</p> <p>16 set schedule for that.</p> <p>17 Q. Would that have been before she was</p> <p>18 offered -- before Davita Key was offered the</p> <p>19 job?</p> <p>20 A. I don't know.</p> <p>21 Q. How do you know that Cassandra</p> <p>22 Williams would meet with the employees?</p> <p>23 MR. MILLER: Object to the form.</p>	<p>Page 75</p> <p>1 position.</p> <p>2 Q. Is there any documentation that would</p> <p>3 show HMMA as a client or Ms. Williams as a</p> <p>4 client contact?</p> <p>5 A. No, not to my knowledge.</p> <p>6 Q. How would you be aware that HMMA --</p> <p>7 that Cassandra Williams was the client contact</p> <p>8 for HMMA?</p> <p>9 A. That was established during the</p> <p>10 initial bidding process.</p> <p>11 Q. Okay. What type of documentation</p> <p>12 would there be related to the bidding process?</p> <p>13 A. The documentation for the bidding</p> <p>14 process would be -- I don't know specifically</p> <p>15 for Hyundai, but typically it would be a master</p> <p>16 proposal which breaks down our company and our</p> <p>17 abilities and then a pricing -- a proposed</p> <p>18 pricing and billing schedule.</p> <p>19 Q. Okay. And that would be sent to the</p> <p>20 potential client?</p> <p>21 A. Correct.</p> <p>22 Q. Okay.</p> <p>23 MR. MILLER: Object to the form.</p>
<p>Page 74</p> <p>1 A. It was standard.</p> <p>2 Q. What would be the purpose of that</p> <p>3 meeting?</p> <p>4 A. I don't know.</p> <p>5 Q. Is that something that the client</p> <p>6 requested?</p> <p>7 A. I believe that is the case.</p> <p>8 Q. And we keep saying the client because</p> <p>9 that's Dynamic's phrase for all their clients;</p> <p>10 right? When we're talking about Hyundai, who's</p> <p>11 the client?</p> <p>12 A. The client is Hyundai. The client is</p> <p>13 MMA. Technically we should refer to</p> <p>14 Ms. Williams as the client contact.</p> <p>15 Q. Okay. So you said MMA, did you mean</p> <p>16 HMMA?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And Ms. Williams would be the</p> <p>19 client contact?</p> <p>20 A. Correct.</p> <p>21 Q. How do you determine who the client</p> <p>22 contact is?</p> <p>23 A. The client assigns -- assigns that</p>	<p>Page 76</p> <p>1 Q. So how would Dynamic determine who to</p> <p>2 send that billing proposal to -- that bid</p> <p>3 proposal to for Hyundai?</p> <p>4 A. It would either have been established</p> <p>5 by the sales person who had been pursuing the</p> <p>6 relationship with the company, or it would have</p> <p>7 been established via an RFP, request for price.</p> <p>8 Q. What is a request for price?</p> <p>9 A. It's simply a request for price.</p> <p>10 It's asking a company to determine what -- if</p> <p>11 we were to go into service for the client, what</p> <p>12 would we -- what would we pay the security</p> <p>13 officers, what would we charge the company.</p> <p>14 That's really --</p> <p>15 Q. Who would create that request for</p> <p>16 price? Does that come from Hyundai or from</p> <p>17 Dynamic to Hyundai?</p> <p>18 MS. BROWN: Object to the form.</p> <p>19 MR. MILLER: Object to the form.</p> <p>20 A. The request for price -- we also</p> <p>21 refer to it as request for quote -- would come</p> <p>22 from the potential client to Dynamic.</p> <p>23 Q. Okay. And where would that</p>

<p>Page 93</p> <p>1 employee handbook.</p> <p>2 Q. Okay. Was there like a script that</p> <p>3 the trainer would be expected to go by?</p> <p>4 A. No. Each trainer would -- when it</p> <p>5 came to their oral presentation, they had</p> <p>6 guidelines, but they were free to make this</p> <p>7 more of a conversation than a speech.</p> <p>8 Q. Do you know who would have been the</p> <p>9 trainer over Ms. Key in 2017?</p> <p>10 A. I don't know for certain.</p> <p>11 Q. Who do you think it would be?</p> <p>12 A. I think it would be Ray Cureton.</p> <p>13 Q. Are you aware of whether Ray Cureton</p> <p>14 had any written materials related to harassment</p> <p>15 training?</p> <p>16 A. I don't know.</p> <p>17 Q. What about retaliation? Would this</p> <p>18 Exhibit 31 cover anything related to</p> <p>19 retaliation?</p> <p>20 MR. REDMOND: Object to form.</p> <p>21 A. The only time this form touches</p> <p>22 retaliation is instructions, the last sentence</p> <p>23 in Section A, "You should not be concerned or</p>	<p>Page 95</p> <p>1 There was a discussion about what she</p> <p>2 could do, how this could be taken care of.</p> <p>3 There was -- to my understanding, there was a</p> <p>4 discussion, there was a picture that was looked</p> <p>5 at, and when Ms. Key came to work at the</p> <p>6 facility on July 31st, she had not had her hair</p> <p>7 redone as she had been directed to by</p> <p>8 Ms. Williams. She was released from the day</p> <p>9 early and told to do something about the hair</p> <p>10 because she couldn't be on the facility with</p> <p>11 her hair in dreadlocks.</p> <p>12 She returned on August 1st wearing a</p> <p>13 hat, and I don't really know beyond that other</p> <p>14 than what's been in the reports. To our</p> <p>15 knowledge, there was a confrontation about the</p> <p>16 hat, about the hair. She was once again told</p> <p>17 she had to remove the dreadlocks or she had to</p> <p>18 find an alternate hairstyle, and she stated</p> <p>19 that she wanted to file a complaint. And she</p> <p>20 was directed to go to the Montgomery office to</p> <p>21 file a complaint with -- and present it to Ray</p> <p>22 Cureton.</p> <p>23 Q. And are you aware of whether Ms. Key</p>
<p>Page 94</p> <p>1 fearful of retaliation for making a report</p> <p>2 pursuant to this policy."</p> <p>3 Q. Okay. And would there be any</p> <p>4 additional training other than what you've</p> <p>5 already mentioned related to retaliation?</p> <p>6 A. No.</p> <p>7 Q. Section B there references a written</p> <p>8 report to the vice president and the president.</p> <p>9 Is that the same report we've already talked</p> <p>10 about that Dynamic doesn't utilize anymore?</p> <p>11 A. It is.</p> <p>12 Q. All right. You can dump that. All</p> <p>13 right.</p> <p>14 Can you tell me what happened with</p> <p>15 Davita Key's assignment at Hyundai?</p> <p>16 MR. REDMOND: Object to form.</p> <p>17 A. My understanding is that, during the</p> <p>18 interview process when Davita met with</p> <p>19 Ms. Williams, she was told that her hairstyle</p> <p>20 was not permitted by the rules and by the</p> <p>21 policies of HMMA and that she would have to</p> <p>22 have something done with it because she could</p> <p>23 not wear dreadlocks on the facility property.</p>	<p>Page 96</p> <p>1 was told she could wear a hat?</p> <p>2 A. I'm not aware of that.</p> <p>3 Q. What documentation did you review</p> <p>4 related to the reports?</p> <p>5 A. Ms. Robinson's report and the e-mail</p> <p>6 by Cassandra Williams where she requested that</p> <p>7 Ms. Key be removed from the site.</p> <p>8 Q. I'm going to show you Plaintiff's</p> <p>9 Exhibit Number 29.</p> <p>10 (Whereupon, Plaintiff's Exhibit 29</p> <p>11 was marked for identification and</p> <p>12 copy of same is attached hereto.)</p> <p>13 Q. Have you seen that document before?</p> <p>14 A. I have seen this document before.</p> <p>15 Q. Okay. What is that?</p> <p>16 A. This is the handwritten complaint by</p> <p>17 Davita Key that was presented in the office --</p> <p>18 Dynamic Security office in Montgomery on</p> <p>19 August 1st, 2017.</p> <p>20 Q. Okay. And who knew of this</p> <p>21 complaint?</p> <p>22 MR. REDMOND: Object to the form.</p> <p>23 MR. MILLER: Object to the form.</p>

<p>Page 97</p> <p>1 MS. BROWN: Object to the form.</p> <p>2 Q. Who at Dynamic Security knew that</p> <p>3 Ms. Key filed this complaint on August 1st,</p> <p>4 2017?</p> <p>5 MR. REDMOND: Same objection.</p> <p>6 Q. You can answer.</p> <p>7 A. Ray Cureton was aware that she filed</p> <p>8 the complaint. Nicole Scavella was in the</p> <p>9 office at the time and would have been aware.</p> <p>10 And then Sherry Spiers was briefed by Ray</p> <p>11 Cureton regarding the making of the complaint.</p> <p>12 Q. Okay. At what point did you become</p> <p>13 -- let me ask -- did you become aware of the</p> <p>14 complaint?</p> <p>15 A. I became aware of the complaint with</p> <p>16 the receipt of EEOC Form 5 on August 11th.</p> <p>17 Q. What is Dynamic Security's policy</p> <p>18 with regard to receiving and reporting</p> <p>19 complaints of discrimination?</p> <p>20 A. That once a report of discrimination</p> <p>21 is received, it must be pushed up the chain.</p> <p>22 If it's not made to the local manager, it must</p> <p>23 be brought to the local manager. The local</p>	<p>Page 99</p> <p>1 A. I don't know.</p> <p>2 MS. PALMER: Wes, she was identified</p> <p>3 as that topic. Is Sherry going to be able to</p> <p>4 cover that or --</p> <p>5 MR. REDMOND: You can certainly ask</p> <p>6 her that, yes. I don't have any objection with</p> <p>7 you asking her that, but I think she's going to</p> <p>8 know as much as anybody does.</p> <p>9 MS. PALMER: Okay.</p> <p>10 MR. REDMOND: And I don't want to say</p> <p>11 anything more since we're on the record.</p> <p>12 MS. PALMER: You're fine.</p> <p>13 Q. Okay. So the investigation would be</p> <p>14 completed at the branch; is that correct?</p> <p>15 A. Correct.</p> <p>16 Q. Okay. And then they would report</p> <p>17 their findings to human resources?</p> <p>18 A. Correct.</p> <p>19 Q. Okay. And then once human resources</p> <p>20 received those findings, is that when they</p> <p>21 would provide them to you and the legal?</p> <p>22 A. Yes.</p> <p>23 Q. Who would make the decisions as to</p>
<p>Page 98</p> <p>1 manager then briefs Sherry and receives</p> <p>2 instructions on investigations and methods of</p> <p>3 procedure after that.</p> <p>4 Q. Okay. And I think you identified her</p> <p>5 position earlier, but what is Sherry Spiers</p> <p>6 position?</p> <p>7 A. Human resources coordinator.</p> <p>8 Q. At what point would human resources</p> <p>9 let you, as the chief legal officer, know that</p> <p>10 they had received a complaint of</p> <p>11 discrimination?</p> <p>12 A. Typically at the end -- at the end of</p> <p>13 any investigation period.</p> <p>14 Q. So is it the duty of human resources</p> <p>15 to investigate the complaint?</p> <p>16 A. Human resources oversees the</p> <p>17 investigation. It is the duty of the</p> <p>18 individuals who are local to the incident to</p> <p>19 perform investigations, conduct interviews, and</p> <p>20 report this material to human resources.</p> <p>21 Q. Okay. And what investigation was</p> <p>22 completed with regard to Ms. Key's complaint in</p> <p>23 Exhibit 29?</p>	<p>Page 100</p> <p>1 whether or not a complaint was validated -- a</p> <p>2 valid complaint?</p> <p>3 A. It would typically fall on me.</p> <p>4 Q. Okay. What training would the folks</p> <p>5 in the local offices have to be able to</p> <p>6 determine if a complaint needed to be</p> <p>7 investigated and advanced to human resources?</p> <p>8 A. I think I know what you're asking,</p> <p>9 but could you ask it again --</p> <p>10 Q. Yeah.</p> <p>11 A. -- because I want to make sure.</p> <p>12 Q. So what training would the local</p> <p>13 offices receive so that they would know when</p> <p>14 they received a complaint that it was in fact a</p> <p>15 complaint and it should be investigated and</p> <p>16 advanced to human resources?</p> <p>17 A. The branches are trained that anytime</p> <p>18 anything is brought to them as a complaint,</p> <p>19 whether it's referencing sexual harassment,</p> <p>20 discrimination, it automatically has to be --</p> <p>21 it automatically has to go -- and eventually</p> <p>22 and ultimately -- to Sherry. But it has to be.</p> <p>23 They don't have the option to say this is silly</p>

<p>Page 117</p> <p>1 Q. Aside from the e-mail that was in</p> <p>2 Exhibit 38 telling Ms. Robinson that she --</p> <p>3 that Dynamic Security could not ask about</p> <p>4 medical conditions, would Ms. Robinson after</p> <p>5 that point have been given any refresher</p> <p>6 training or additional training about how to</p> <p>7 handle medical conditions?</p> <p>8 A. That would have been my</p> <p>9 recommendation. I do not know if that was --</p> <p>10 if that was the case then.</p> <p>11 Q. Okay. You can pass than along. When</p> <p>12 did Dynamic security receive the EEOC charge</p> <p>13 filed by Ms. Key?</p> <p>14 A. I believe it was delivered to us on</p> <p>15 August 11th, 2017.</p> <p>16 Q. Okay. Did you maintain a copy of</p> <p>17 that document?</p> <p>18 A. I did.</p> <p>19 Q. Okay. How -- how was the complaint</p> <p>20 received?</p> <p>21 A. The complaint was received through</p> <p>22 e-mail. It was scanned and e-mailed to me by</p> <p>23 Ray Cureton.</p>	<p>Page 119</p> <p>1 of her original charge?</p> <p>2 MS. PALMER: Other than in the FOIA</p> <p>3 file, no. And in the -- in the right to sue.</p> <p>4 It was not produced as a separate, this was</p> <p>5 received on this day, document.</p> <p>6 MR. REDMOND: Okay.</p> <p>7 MS. PALMER: So if you can clear that</p> <p>8 up.</p> <p>9 MR. REDMOND: I've got a copy of her</p> <p>10 charge.</p> <p>11 Q. Okay. So when Ray scanned in the</p> <p>12 document and e-mailed it to you, are you aware</p> <p>13 of whether that e-mail was on the same date</p> <p>14 that Ray received it?</p> <p>15 A. Yes, it was.</p> <p>16 Q. And you believe that date to be</p> <p>17 August 11th, 2017?</p> <p>18 A. I do.</p> <p>19 Q. Okay. And do you recall preparing a</p> <p>20 position statement in response to that</p> <p>21 complaint?</p> <p>22 A. I do.</p> <p>23 Q. Okay. Let me show you what's been</p>
<p>Page 118</p> <p>1 Q. How did Ray receive it?</p> <p>2 A. It was addressed to the Montgomery</p> <p>3 office.</p> <p>4 Q. So an actual paper copy?</p> <p>5 A. An actual paper copy.</p> <p>6 Q. Where is that document now?</p> <p>7 A. In the Muscle Shoal -- my</p> <p>8 apologies --</p> <p>9 MR. REDMOND: Which document are we</p> <p>10 talking about? The actual charge?</p> <p>11 MS. PALMER: The actual charge.</p> <p>12 A. In my home office.</p> <p>13 Q. Okay. When the charge was received,</p> <p>14 did Dynamic Security maintain the envelope that</p> <p>15 it came in that had the postmark?</p> <p>16 A. For the original, I don't -- I don't</p> <p>17 remember.</p> <p>18 Q. Okay.</p> <p>19 MS. PALMER: We don't have that.</p> <p>20 MR. REDMOND: I haven't seen it.</p> <p>21 MS. PALMER: We don't have the</p> <p>22 original charge so --</p> <p>23 MR. REDMOND: You don't have a copy</p>	<p>Page 120</p> <p>1 marked as Exhibit 11.</p> <p>2 (Whereupon, Plaintiff's Exhibit 11</p> <p>3 was marked for identification and</p> <p>4 copy of same is attached hereto.)</p> <p>5 Q. If you'll look over that document,</p> <p>6 and tell me if that is in fact your position</p> <p>7 statement.</p> <p>8 A. This is the position statement I</p> <p>9 admitted to EEOC.</p> <p>10 Q. Okay. And just for clarity, that's</p> <p>11 your signature on the last page which is</p> <p>12 HEA056?</p> <p>13 A. That is my signature.</p> <p>14 Q. Okay. And what --</p> <p>15 MR. REDMOND: This may just be a copy</p> <p>16 issue, but my copy does not have an HEA number</p> <p>17 on it. I don't know if that just happened when</p> <p>18 we copied that offer. Yours -- does yours?</p> <p>19 MS. PALMER: Uh-huh.</p> <p>20 MR. REDMOND: Okay. Maybe when we</p> <p>21 copied it at our office or something, it just</p> <p>22 didn't print or something.</p> <p>23 MS. PALMER: Yeah.</p>

<p>Page 125</p> <p>1 A. No, there's not.</p> <p>2 Q. Let me show you Exhibit 37.</p> <p>3 (Whereupon, Plaintiff's Exhibit 37</p> <p>4 was marked for identification and</p> <p>5 copy of same is attached hereto.)</p> <p>6 Q. Are you familiar with the e-mails</p> <p>7 contained in Exhibit 37?</p> <p>8 A. Yes. I have seen these e-mails</p> <p>9 before.</p> <p>10 Q. Okay. And when would you have seen</p> <p>11 these e-mails?</p> <p>12 A. I would have read through them at the</p> <p>13 time I was producing the EEOC position</p> <p>14 statement.</p> <p>15 Q. Okay. And in these e-mails, there's</p> <p>16 a discussion about providing personnel files to</p> <p>17 Ms. Key; is that correct?</p> <p>18 A. That does appear to be what the --</p> <p>19 what the conversation --</p> <p>20 Q. Okay. And is it stated in these</p> <p>21 e-mails that it's Dynamic Security's policy to</p> <p>22 not provide copies of any personnel file</p> <p>23 documents to an employee?</p>	<p>Page 127</p> <p>1 MR. MILLER: Object to form.</p> <p>2 A. I see that he -- what I see is him</p> <p>3 reaching out to Sherry to ask for advice on</p> <p>4 whether -- on how he should proceed.</p> <p>5 Q. And would not placing Ms. Key be</p> <p>6 considered a form of retaliation?</p> <p>7 MS. BROWN: Object to the form.</p> <p>8 MR. REDMOND: Object to the form.</p> <p>9 MR. MILLER: Object to the form.</p> <p>10 Q. In your capacity as the individual</p> <p>11 who determines whether Dynamic Security has</p> <p>12 retaliated against an individual in your</p> <p>13 investigations, is it your understanding that</p> <p>14 not placing her because she made a complaint</p> <p>15 would be retaliation?</p> <p>16 MR. REDMOND: Object to form.</p> <p>17 A. That would be retaliation.</p> <p>18 Q. And was Mr. Cureton provided any</p> <p>19 refresher training at this point about</p> <p>20 retaliation and appropriate or inappropriate</p> <p>21 conduct?</p> <p>22 A. He was provided further training. I</p> <p>23 believe that would have been at the December</p>
<p>Page 126</p> <p>1 A. That is correct.</p> <p>2 Q. Why is that Dynamic Security's</p> <p>3 policy?</p> <p>4 A. Because these documents are our</p> <p>5 property.</p> <p>6 Q. So Dynamic Security doesn't allow an</p> <p>7 employee to maintain a copy of their</p> <p>8 disciplinary records?</p> <p>9 A. No.</p> <p>10 MR. REDMOND: I'm going to object to</p> <p>11 the form of that, just a little late.</p> <p>12 Q. Do you see in these e-mails</p> <p>13 Mr. Cureton saying that he doesn't think it's</p> <p>14 advisable to place Ms. Key?</p> <p>15 MR. REDMOND: Object to the form.</p> <p>16 Q. If you'll look for me, the very last</p> <p>17 sentence on page 70.</p> <p>18 A. I do see that.</p> <p>19 Q. Okay. And is that -- is that what</p> <p>20 you understand that to be, is Mr. Cureton</p> <p>21 asking if it's advisable to place Ms. Key?</p> <p>22 MS. BROWN: Object to the form.</p> <p>23 MR. REDMOND: Object to the form.</p>	<p>Page 128</p> <p>1 meeting.</p> <p>2 Q. Okay. And this e-mail was August?</p> <p>3 A. Correct.</p> <p>4 Q. What type of training was he provided</p> <p>5 in December of 2017?</p> <p>6 A. The EEOC trainings that I use that</p> <p>7 are standard.</p> <p>8 Q. When did Mr. Cureton leave Dynamic</p> <p>9 Security?</p> <p>10 A. I don't have a specific date but</p> <p>11 2018.</p> <p>12 Q. What was the reason for him leaving?</p> <p>13 MR. REDMOND: I'm going to object to</p> <p>14 the form of that only because you're asking to</p> <p>15 speculate about why he left. Well, let me --</p> <p>16 are you asking did he resign or was he</p> <p>17 terminated, or are you asking something further</p> <p>18 than that? And I'll be quiet and just let you</p> <p>19 ask your questions.</p> <p>20 Q. Are you aware of why Mr. Cureton is</p> <p>21 no longer with Dynamic Security?</p> <p>22 A. No.</p> <p>23 Q. Okay. So you don't know whether he</p>

<p>Page 157</p> <p>1 references certain folks being "cherry picked"</p> <p>2 and one person being an alleged predator. Do</p> <p>3 you know what she's talking about there?</p> <p>4 A. I'm sorry. I'm trying to find the</p> <p>5 section.</p> <p>6 Q. Sorry. It's the -- like the second</p> <p>7 to the last sentence on the very last page.</p> <p>8 She's saying -- calling some person a predator.</p> <p>9 Do you know what that's in reference to?</p> <p>10 MR. REDMOND: And you said that's in</p> <p>11 the second-to-last sentence?</p> <p>12 MS. PALMER: Yeah, the very last.</p> <p>13 MR. REDMOND: On Bates page 252?</p> <p>14 MS. PALMER: 258.</p> <p>15 MR. REDMOND: Oh, sorry.</p> <p>16 Q. Let me ask it this way. Is there any</p> <p>17 allegation against Dynamic Security that an</p> <p>18 employee, at this time in 2017, may have been a</p> <p>19 predator?</p> <p>20 A. No. No.</p> <p>21 Q. Do you know who she's talking about</p> <p>22 when she says this?</p> <p>23 MR. REDMOND: Object to form. I'll</p>	<p>Page 159</p> <p>1 Q. I'll show you Exhibit 51.</p> <p>2 (Whereupon, Plaintiff's Exhibit 51</p> <p>3 was marked for identification and</p> <p>4 copy of same is attached hereto.)</p> <p>5 Q. This is Ms. Scavella's, I guess,</p> <p>6 like, personnel form; is that right?</p> <p>7 A. This is a company standard</p> <p>8 termination form.</p> <p>9 Q. Okay. And if you'll look for me it</p> <p>10 says, "Nicole voluntarily resigned," about</p> <p>11 mid-page.</p> <p>12 A. Uh-huh.</p> <p>13 Q. It looks to me like the -- I don't</p> <p>14 know, like the document's been altered; do you</p> <p>15 see that? Like the -- where resigned -- it</p> <p>16 looks like maybe something was there because</p> <p>17 it's over the line, but we don't see the line.</p> <p>18 A. I see that.</p> <p>19 Q. Are you aware of where the original</p> <p>20 to this document may be?</p> <p>21 A. No.</p> <p>22 Q. Okay. Are you aware of whether this</p> <p>23 document was altered or corrected?</p>
<p>Page 158</p> <p>1 withdraw that, I guess, if you're asking her if</p> <p>2 she knows. That's okay. So I'll withdraw.</p> <p>3 A. I don't know -- I don't know for a</p> <p>4 fact who she's talking about here.</p> <p>5 Q. Okay. Did you look into that issue</p> <p>6 at all? Did you investigate who a predator may</p> <p>7 be?</p> <p>8 A. Not really, no. There was --</p> <p>9 Q. I'm sorry. I didn't mean to cut you</p> <p>10 off.</p> <p>11 A. Just, I feel then like I do now.</p> <p>12 There just wasn't really a hundred, you know --</p> <p>13 she just didn't provide us with enough to know</p> <p>14 what she was talking about was my feeling at</p> <p>15 the time and continues to be my feeling now.</p> <p>16 Q. She referenced that she was going to</p> <p>17 file an EEOC charge. Did you receive any EEOC</p> <p>18 charge related to Ms. Scavella?</p> <p>19 A. No.</p> <p>20 Q. If Ms. Scavella said that she had</p> <p>21 filed a charge, would you have any reason to</p> <p>22 dispute that?</p> <p>23 A. No. No.</p>	<p>Page 160</p> <p>1 A. I'm not aware of that.</p> <p>2 Q. Okay. Exhibit 57. And this is Bates</p> <p>3 labels 420 through 21, 428 through 31, and 464</p> <p>4 through 72.</p> <p>5 (Whereupon, Plaintiff's Exhibit 57</p> <p>6 was marked for identification and</p> <p>7 copy of same is attached hereto.)</p> <p>8 Q. Exhibit 57 is some documents from</p> <p>9 Gloria Robinson's personnel file.</p> <p>10 Are you aware -- well, first, if</p> <p>11 you'll look for me on the first page which is</p> <p>12 Bates labeled 420. Do you agree that it shows</p> <p>13 that she resigned?</p> <p>14 A. I agree.</p> <p>15 Q. Okay. And are you aware of why she</p> <p>16 resigned?</p> <p>17 A. No.</p> <p>18 Q. And if you'll flip over to page</p> <p>19 428 -- Bates labeled 428. This appears to be</p> <p>20 Ms. Robinson's resume. Would this have been</p> <p>21 maintained as part of her personnel file?</p> <p>22 A. No, it wouldn't have. We have many</p> <p>23 people who provide resumes when they're first</p>

<p>1 hired.</p> <p>2 Q. If it's included in this production</p> <p>3 from Dynamic Security, is that -- would you</p> <p>4 agree that this particular document was</p> <p>5 maintained in her personnel file?</p> <p>6 A. It's indicative that it was in her</p> <p>7 personnel file.</p> <p>8 Q. Okay. And reviewing her experience</p> <p>9 here, 2015 to present -- which obviously we</p> <p>10 don't know what that present day is. But 2015</p> <p>11 to present indicates, Hyundai Motors slash</p> <p>12 Dynamic Security Services, Shift Commander; do</p> <p>13 you see that?</p> <p>14 A. I see.</p> <p>15 Q. Okay. And then prior to that, 2013</p> <p>16 to '15, Hyundai Motors slash Allied Barton; do</p> <p>17 you see that?</p> <p>18 A. I see that.</p> <p>19 Q. And then underneath that, Hyundai</p> <p>20 Motors, American Citadel Guard; is that</p> <p>21 correct?</p> <p>22 A. Yes, it reads American Citadel Guard.</p> <p>23 Q. Okay. And it looks like we're</p>	<p>Page 161</p> <p>1 MS. PALMER: And, Wes, if it matters</p> <p>2 at all, this is what you purported to us was</p> <p>3 the personnel file and these Bates numbers.</p> <p>4 A. Yes. This would be her personnel</p> <p>5 file.</p> <p>6 Q. And then the same with regard to</p> <p>7 Bates labels 384 -- Dynamic 384 through 418.</p> <p>8 Is that the personnel file of Mr. Cureton?</p> <p>9 And, I'm sorry, it's front and back. There's</p> <p>10 two copies --</p> <p>11 A. Oh, okay.</p> <p>12 Q. -- one for Wes and for whoever wants</p> <p>13 one.</p> <p>14 A. Yes.</p> <p>15 Q. Would you agree with me that if</p> <p>16 Mr. Cureton or Ms. Robinson had received</p> <p>17 disciplinary actions at Dynamic Security, that</p> <p>18 it would be maintained within these full</p> <p>19 personnel files?</p> <p>20 A. That is correct.</p> <p>21 MS. PALMER: That was not an exhibit.</p> <p>22 Q. Exhibit 54.</p> <p>23 (Whereupon, Plaintiff's Exhibit 54</p>
<p>1 ranging in a time period here from 2008 to</p> <p>2 sometime after 2015, would you agree?</p> <p>3 A. I agree.</p> <p>4 Q. Okay. Is -- when Dynamic Security</p> <p>5 hired Ms. Robinson, did they take into</p> <p>6 consideration her experience with Hyundai</p> <p>7 Motors in these other security positions?</p> <p>8 MR. REDMOND: Object to form.</p> <p>9 A. I don't know.</p> <p>10 Q. If you'll flip over to Bates labels</p> <p>11 464 through the end of this exhibit. I just</p> <p>12 want to confirm if you're aware -- or can you</p> <p>13 confirm that this is the -- these documents</p> <p>14 from 464 to the end of Exhibit 57 are the only</p> <p>15 disciplinary actions contained in</p> <p>16 Ms. Robinson's personnel file?</p> <p>17 And I guess maybe this is the easier</p> <p>18 way to do it. I'm not going to mark this as an</p> <p>19 exhibit, but this is Bates labeled Dynamic 420</p> <p>20 through 509. And if you can flip through that</p> <p>21 and confirm for me that that document, 420</p> <p>22 through 509, is Ms. Robinson's entire personnel</p> <p>23 file as maintained by Dynamic Security.</p>	<p>Page 163</p> <p>1 was marked for identification and</p> <p>2 copy of same is attached hereto.)</p> <p>3 Q. This is an envelope with a -- from</p> <p>4 the EEOC with a postmark on it. Can you tell</p> <p>5 me what was in that envelope?</p> <p>6 A. This would have been the notification</p> <p>7 from EEOC regarding Davita Keys and their</p> <p>8 findings in the situation.</p> <p>9 Q. So that dismissal and notice of</p> <p>10 rights --</p> <p>11 A. Would have been in this envelope.</p> <p>12 Q. -- was it that envelope?</p> <p>13 A. Yes.</p> <p>14 Q. And that was received by</p> <p>15 Ms. Vandiver?</p> <p>16 A. Yes, Ms. Vandiver.</p> <p>17 Q. And Exhibit 58.</p> <p>18 (Whereupon, Plaintiff's Exhibit 58</p> <p>19 was marked for identification and</p> <p>20 copy of same is attached hereto.)</p> <p>21 Q. This is Dynamic Security's discovery</p> <p>22 responses. Do you recognize that?</p> <p>23 A. I do.</p>
<p>Page 162</p>	<p>Page 164</p>

<p>Page 169</p> <p>1 aware of any pregnant employees since providing 2 this response?</p> <p>3 A. No, I haven't become aware of any.</p> <p>4 Q. Okay. Number five identifies the HEA 5 and/or HMMA hair policy and the response. Is 6 that the policy that we've already referenced 7 that was in Ms. Robinson's e-mail?</p> <p>8 MR. MILLER: Object to the form.</p> <p>9 A. Yes.</p> <p>10 Q. And then number six identifies 11 Jasmine -- or Jazemene Baxter as Ms. Key's 12 replacement; is that correct?</p> <p>13 A. She was the next person who was hired 14 and assigned to the mail room.</p> <p>15 MS. PALMER: What was the number on 16 the exhibit that I gave you that I said I 17 added?</p> <p>18 MR. REDMOND: Sixty.</p> <p>19 MS. PALMER: Okay.</p> <p>20 Q. I'll show you Plaintiff's Exhibit 61. 21 (Whereupon, Plaintiff's Exhibit 61 22 was marked for identification and 23 copy of same is attached hereto.)</p>	<p>Page 171</p> <p>1 e-mail, was she still the operation -- what 2 would you call it, a project manager at 3 Hyundai?</p> <p>4 A. She was.</p> <p>5 Q. What evidence do you have that 6 Ms. Key did not file her lawsuit within 90 days 7 of receiving the right to sue?</p> <p>8 A. That the EEOC mailed the -- mailed 9 the response on March 1st, roughly. It's dated 10 28th, 1st. And the lawsuit was not filed until 11 October of 2019.</p> <p>12 Q. What evidence do you have that the 13 EEOC mailed the notice to Ms. Key?</p> <p>14 A. I have -- I would have no knowledge 15 that they did.</p> <p>16 Q. Ms. Key says that she did not receive 17 a copy of the right to sue until it was filed 18 in this lawsuit. Do you have any evidence to 19 dispute that?</p> <p>20 A. No.</p> <p>21 Q. Do you have any individuals to 22 identify as having information in this lawsuit 23 other than those individuals already identified</p>
<p>Page 170</p> <p>1 Q. These are some e-mails purportedly 2 from Ms. Baxter including Cassandra Williams 3 and Gloria Robinson. If you'll flip for me to 4 page HEA210 back towards the end. 5 Do you see there towards the 6 bottom -- the last string from Ms. Jazemene 7 there on the bottom it says, "Also for work 8 purposes, are my locks completely banned, or do 9 they have to be styled"; do you see that?</p> <p>10 A. I see that.</p> <p>11 Q. And above that, do you see what Ms. 12 Robinson's response was?</p> <p>13 A. I see.</p> <p>14 Q. And what was Ms. Robinson's response 15 to whether locks were completely banned?</p> <p>16 A. Her response is, "The locks have to 17 be styled," and requests to look at pictures 18 that she -- that she -- she sees that she 19 considers, I guess.</p> <p>20 Q. Okay.</p> <p>21 A. But anyways, she asks for -- yeah. 22 She asks for pictures.</p> <p>23 Q. And when Ms. Robinson sent this</p>	<p>Page 172</p> <p>1 in Dynamic Security's initial disclosures?</p> <p>2 A. No, there's no one else.</p> <p>3 Q. And if I were -- we talked about how 4 you were testifying for the company today; 5 right?</p> <p>6 A. Uh-huh.</p> <p>7 Q. If I were to be deposing you today in 8 your individual capacity, not as the voice of 9 the company but as Kristal Riddle, would that 10 change your answer or your testimony with 11 regard to anything we've discussed here today?</p> <p>12 A. It would not.</p> <p>13 MS. PALMER: Can we have just a 14 minute? Off the record.</p> <p>15 (Whereupon, an off-the-record 16 discussion was held.)</p> <p>17 Q. Okay. Ms. Riddle, when we first 18 started this deposition, you were talking about 19 your job duties as the chief legal officer, and 20 it seemed like a large portion of that was 21 responding to EEOC complaints; is that right? 22 Is that a fair assessment?</p> <p>23 A. That's a fair assessment.</p>

<p>Page 173</p> <p>1 Q. Okay. How many EEOC complaints does 2 Dynamic Security receive? 3 MR. REDMOND: Ever? Within a year? 4 Q. Like for a large portion of your job 5 to be responding to the EEOC, does Dynamic 6 Security receive a lot of EEOC charges? 7 A. I'm not really sure what a large 8 number are. It's cyclical. There are times 9 when we will receive two charges within two 10 weeks of each other. There are times when I've 11 gone five or six months without having 12 something. I just -- I really don't know how 13 to calculate that. 14 Q. Could you give me an average, like 15 over a year? 16 A. I think it would be fair to say that 17 we probably get an average of eight -- eight to 18 ten a year. 19 Q. And since 2017 -- from 2017 to 20 current, how many of that -- can you give me a 21 percentage or a number of how many of those 22 would be claims for retaliation? 23 A. As a percentage, maybe five percent.</p>	<p>Page 175</p> <p>1 work one day, and -- which is not uncommon. 2 And then she -- she called and after about -- 3 let's see, I think she left in about August or 4 September. She reported to EEOC that she had 5 had a due date in December, but she had left 6 much before that. She had not filed for FMLA, 7 and she had filed an EEOC because when she 8 called back, we didn't have her job to put her 9 at. The client had moved on to another 10 company. 11 Q. Do you recall what client that was? 12 A. I don't remember. 13 Q. Was it Hyundai? 14 A. No, it wasn't. 15 Q. What notice was given to Ms. Key that 16 she could take her complaints to the EEOC? 17 A. I don't know that any notice was 18 given to her. 19 Q. When Ms. Key was reporting to work 20 after that initial training, where would she 21 report? 22 A. I'm not -- oh, after the initial 23 training, she would have reported to the work</p>
<p>Page 174</p> <p>1 For every -- I'd say that retaliation comes up 2 probably -- if we're going on an average of ten 3 a year, retaliation probably comes up out of 4 two of them, maybe three. 5 Q. What about race discrimination, what 6 would be the average number there? 7 A. Race discrimination, the average 8 number there would -- about the same. 9 Q. Since 2017, have you received any 10 EEOC complaints other than Ms. Key's related to 11 hair? 12 A. Ms. Key's is the only one I've ever 13 received related -- related to hair. 14 Q. What about pregnancy? 15 A. Pregnancy, not since this. What was 16 that one? I think since -- since 2017 with 17 this, I have received one other complaint that 18 mentioned pregnancy. 19 Q. What determination did you make with 20 regard to that complaint? 21 A. That we didn't -- we didn't know she 22 was pregnant. She had worked on a site and had 23 -- had basically just stopped showing up to</p>	<p>Page 176</p> <p>1 site at HMMA. 2 Q. The discrimination policies that we 3 discussed that are in the three-ring binder, 4 why does Dynamic Security not provide those to 5 employees? 6 A. We do now. This was -- in 2017, we 7 did not have those as -- as well distributed as 8 we do now. At this point, one of the things 9 that we've done with the harassment policy is 10 we've made it part of the post orders on each 11 site so that any time they need to see what the 12 policy is, it's right there for them. 13 Q. And the post orders, did we talk 14 about what are the -- what are the post orders, 15 or what were the post orders in 2017 for 16 Hyundai? 17 A. I don't have that knowledge. 18 Q. But currently Dynamic Security 19 provides those harassment policies with those 20 post orders? 21 A. Correct. 22 Q. I'm going to show you Exhibit 41. 23 (Whereupon, Plaintiff's Exhibit 41</p>

<p>1 that this is your response -- Dynamic's</p> <p>2 response to Ms. Key's charge --</p> <p>3 A. That is correct.</p> <p>4 Q. -- against Dynamic. And in your</p> <p>5 response, you do identify Ms. Cassandra</p> <p>6 Williams as an HMMA employee.</p> <p>7 What evidence do you have to support</p> <p>8 that she is an employee of HMMA?</p> <p>9 A. That was -- that's been my</p> <p>10 understanding since the beginning of the client</p> <p>11 relationship.</p> <p>12 Q. It's just your inference?</p> <p>13 A. Correct.</p> <p>14 Q. If Ms. William's testified under oath</p> <p>15 that at all relevant times in 2017 she was an</p> <p>16 employee exclusively of Hyundai Engineering</p> <p>17 America, would you dispute that?</p> <p>18 MS. PALMER: Object to form.</p> <p>19 Q. You can answer.</p> <p>20 A. I would not be able to refute that.</p> <p>21 Q. Okay.</p> <p>22 MS. BROWN: How shall I number</p> <p>23 exhibits that I have?</p>	<p>Page 185</p> <p>1 A. I have no reason.</p> <p>2 Q. Did you ever ask anyone for</p> <p>3 clarification about who Ms. Williams worked</p> <p>4 for?</p> <p>5 A. No.</p> <p>6 Q. Have you ever spoken to Ms. Williams?</p> <p>7 A. Yes.</p> <p>8 Q. About how many times?</p> <p>9 A. We generally visited the facility</p> <p>10 three times a year, so somewhere between six</p> <p>11 and eight times.</p> <p>12 Q. Did anyone ever tell you specifically</p> <p>13 that Ms. Williams worked for HMMA?</p> <p>14 A. I don't recall.</p> <p>15 Q. Have you ever seen any document that</p> <p>16 specifically identifies Ms. Williams as an HMMA</p> <p>17 employee?</p> <p>18 A. Not that I recall.</p> <p>19 Q. Then if you'll look at Plaintiff's</p> <p>20 Exhibit 41 which was the last exhibit that</p> <p>21 plaintiff's counsel introduced. And if you</p> <p>22 will look on the first page, the second</p> <p>23 message, the from line.</p> <p>Page 187</p>
<p>1 MS. PALMER: However you want.</p> <p>2 MS. BROWN: Thank you.</p> <p>3 MS. LEONARD: If you want to do it</p> <p>4 consecutively, I can go back and see if we've</p> <p>5 got how y'all did it in Ms. Key's, but I'm not</p> <p>6 positive I've got that on my computer. You</p> <p>7 just let me know.</p> <p>8 MS. BROWN: I'll just call it HMMA-1.</p> <p>9 Q. I'll show you what I'm marking as</p> <p>10 HMMA's Exhibit 1.</p> <p>11 (Whereupon, Defendant's Exhibit 1 was</p> <p>12 marked for identification and copy of</p> <p>13 same is attached hereto.)</p> <p>14 Q. This is a declaration of Cassandra</p> <p>15 Williams executed on May 8, 2019. And she</p> <p>16 testifies that she was exclusively employed by</p> <p>17 Hyundai Engineering America in 2017. Do you</p> <p>18 have any basis to dispute that this is Ms.</p> <p>19 Williams' signature?</p> <p>20 A. I have no basis.</p> <p>21 Q. Do you have any basis to dispute that</p> <p>22 Ms. Williams was exclusively an employee of HEA</p> <p>23 in 2017?</p> <p>Page 186</p>	<p>1 Could you read the from line in full,</p> <p>2 please?</p> <p>3 A. I'm sorry. Could you say that again?</p> <p>4 Q. Yeah. Where it says, "From:</p> <p>5 Williams, Cassandra."</p> <p>6 A. It says, "Hyundai ENG America," and</p> <p>7 then, "CWilliams@hmmausa.com."</p> <p>8 Q. Right. And then you had -- on the to</p> <p>9 line, who was the first addressee right there?</p> <p>10 A. Gloria Robinson, Dynamic Security,</p> <p>11 Gloriarobinson@hmmausa.</p> <p>12 Q. And you would agree with me that</p> <p>13 Ms. Robinson was exclusively Dynamic Security's</p> <p>14 employee; correct?</p> <p>15 MS. PALMER: Object to form.</p> <p>16 A. I'm sorry. Could you --</p> <p>17 Q. Was Ms. Robinson employed by Dynamic</p> <p>18 Security?</p> <p>19 A. Yes.</p> <p>20 Q. And she was exclusively your</p> <p>21 employee; correct?</p> <p>22 A. Yes.</p> <p>23 Q. Despite having an hmmausa address?</p> <p>Page 188</p>

<p>Page 197</p> <p>1 HMMA?</p> <p>2 A. I have no knowledge of that.</p> <p>3 Q. And you would agree that HMMA's</p> <p>4 Exhibit 2 identifies HEA as Dynamic's client;</p> <p>5 correct?</p> <p>6 A. It does.</p> <p>7 Q. And for the record, Ms. Key was</p> <p>8 directly employed by Dynamic; correct?</p> <p>9 A. Correct.</p> <p>10 Q. And you've specifically not</p> <p>11 identified any requests for price proposal or</p> <p>12 whatever you call it from HMMA; correct?</p> <p>13 A. I don't have any -- I have no</p> <p>14 knowledge of that.</p> <p>15 Q. I have no further questions for the</p> <p>16 witness.</p> <p>17 EXAMINATION</p> <p>18 BY MR. MILLER:</p> <p>19 Q. Hi, I'm Matt Miller. I'm an attorney</p> <p>20 for defendant HEA in the case. I just have a</p> <p>21 few questions for you.</p> <p>22 Today you were asked by plaintiff's</p> <p>23 counsel about certain documents which referred</p>	<p>Page 199</p> <p>1 only creation by me.</p> <p>2 Q. Do you have any first-hand knowledge</p> <p>3 of any of the events pertaining to Ms. Key or</p> <p>4 her employment?</p> <p>5 A. No.</p> <p>6 Q. Okay. So today when you were</p> <p>7 testifying, you were asked about these</p> <p>8 documents which refer to Ms. Key, and you</p> <p>9 testified in response to questions about those</p> <p>10 documents. You were simply reading the</p> <p>11 document stating what you think it said based</p> <p>12 on the text of the document or offering your</p> <p>13 opinion; correct?</p> <p>14 A. That is correct.</p> <p>15 Q. Your testimony wasn't based on any of</p> <p>16 your own personal knowledge about what was</p> <p>17 meant in the document or what any of the people</p> <p>18 who were drafting the documents saw or meant;</p> <p>19 correct?</p> <p>20 A. That is Correct.</p> <p>21 Q. Okay. That's all I have. Thank you.</p> <p>22 MR. REDMOND: I just have a couple.</p> <p>23 EXAMINATION</p>
<p>Page 198</p> <p>1 to Davita Key; correct?</p> <p>2 A. Correct.</p> <p>3 Q. Did you ever meet Ms. Key?</p> <p>4 A. No.</p> <p>5 Q. Did you ever talk with her?</p> <p>6 A. No.</p> <p>7 Q. Okay. Other than the position</p> <p>8 statement that you submitted on behalf of</p> <p>9 Dynamic to the EEOC, did you prepare,</p> <p>10 personally, any of the documents which refer to</p> <p>11 Ms. Key which you were shown today?</p> <p>12 A. I'm not sure I understand.</p> <p>13 Q. You were shown a number of documents,</p> <p>14 e-mails, that type of thing, which refer to</p> <p>15 Ms. Key?</p> <p>16 A. Correct.</p> <p>17 Q. Some statements, some e-mails, some</p> <p>18 other documents; correct?</p> <p>19 A. Correct.</p> <p>20 Q. Okay. Did you prepare any of those</p> <p>21 documents yourself other than the EEOC charge</p> <p>22 response which references her?</p> <p>23 A. The EEOC position statement is the</p>	<p>Page 200</p> <p>1 BY MR. REDMOND:</p> <p>2 Q. If you need Gloria Robinson's memo</p> <p>3 back to answer this, we can get it. You may be</p> <p>4 able to answer otherwise.</p> <p>5 From looking at Ms. Robinson's memo,</p> <p>6 is it correct that Cassandra Williams</p> <p>7 participated in part of the initial interview</p> <p>8 just in terms of expressing her opinion about</p> <p>9 the hair --</p> <p>10 A. Yes.</p> <p>11 Q. -- correct?</p> <p>12 A. That is correct.</p> <p>13 Q. All right. So after Gloria Robinson</p> <p>14 finished her interview, Ms. Williams came in</p> <p>15 and was involved in that discussion about the</p> <p>16 hair; correct?</p> <p>17 MS. BROWN: Object to the form.</p> <p>18 MR. MILLER: Object to the form.</p> <p>19 A. Yes. Ms. Williams came in after the</p> <p>20 interview and --</p> <p>21 Q. Since they object, let me answer</p> <p>22 this. And we know this is not based on your</p> <p>23 first-hand knowledge. But based on what you've</p>

<p>Page 201</p> <p>1 seen, what was Ms. Williams' role in that</p> <p>2 initial interview with Ms. Key that Ms.</p> <p>3 Robinson had?</p> <p>4 MS. BROWN: Object to the form.</p> <p>5 MR. MILLER: Object to the form. She</p> <p>6 said she was not in the initial interview.</p> <p>7 This is the testimony of the document.</p> <p>8 A. The document seems to -- the document</p> <p>9 seems to indicate that the purpose of</p> <p>10 Ms. Williams coming in was to -- was to discuss</p> <p>11 the hairstyle that Ms. Key was wearing.</p> <p>12 Q. And just so we can clarify, at what</p> <p>13 part during the discussions that day did</p> <p>14 Ms. Williams participate?</p> <p>15 MS. BROWN: Object to the form.</p> <p>16 MR. MILLER: Object to the form.</p> <p>17 A. It seems to indicate that it was</p> <p>18 after the initial interview with Ms. Robinson.</p> <p>19 Q. And are you familiar with the EEOC</p> <p>20 posters?</p> <p>21 A. I am.</p> <p>22 Q. And does Dynamic Security post those</p> <p>23 posters?</p>	<p>Page 203</p> <p>1 seeing Exhibit 54 earlier which was the</p> <p>2 envelope in which Dynamic Security received the</p> <p>3 notice of right to sue?</p> <p>4 A. Yes.</p> <p>5 Q. Did it indicate on what date that was</p> <p>6 mailed to Dynamic Security?</p> <p>7 A. The post stamp was February 28th of</p> <p>8 2019.</p> <p>9 Q. And had the Montgomery office at</p> <p>10 Dynamic Security moved sometime during this</p> <p>11 time period?</p> <p>12 A. Yes. The move had been between the</p> <p>13 time that I -- that the EEOC claim was filed</p> <p>14 and when the right to sue letter was sent out.</p> <p>15 Q. And is there some notation on that</p> <p>16 envelope that indicates that that might have</p> <p>17 delayed the delivery of the right to sue notice</p> <p>18 to the Dynamic office?</p> <p>19 A. Yes. It contains the kind of</p> <p>20 forwarding sticker that the -- that the post</p> <p>21 office prints out when an address has been</p> <p>22 forwarded.</p> <p>23 Q. Meaning that the post office had</p>
<p>Page 202</p> <p>1 A. We do.</p> <p>2 Q. And are they posted at each</p> <p>3 individual branch?</p> <p>4 A. They are.</p> <p>5 Q. And do you know in 2017, would those</p> <p>6 posters have been posted at the Montgomery</p> <p>7 branch?</p> <p>8 A. They would have, yes.</p> <p>9 MR. REDMOND: Can we look up -- can</p> <p>10 we pull out Exhibit 54? This is the last</p> <p>11 question I've got.</p> <p>12 MS. PALMER: Do you know what it is?</p> <p>13 MR. REDMOND: Yeah, it's that</p> <p>14 envelope. I've got another one here that I</p> <p>15 guess we should use. You don't have 54 in</p> <p>16 front of you still, do you?</p> <p>17 THE WITNESS: I don't think so.</p> <p>18 MS. PALMER: It's just a single page</p> <p>19 so that's why.</p> <p>20 MR. REDMOND: Tell you what, she may</p> <p>21 be able to answer this without even taking a</p> <p>22 look at it.</p> <p>23 Q. Let me ask you, do you remember</p>	<p>Page 204</p> <p>1 originally sent it to Dynamic's old address and</p> <p>2 it had to be rerouted to the new?</p> <p>3 A. Correct.</p> <p>4 Q. That's all I've got.</p> <p>5 FURTHER EXAMINATION</p> <p>6 BY MS. PALMER:</p> <p>7 Q. When you were testifying earlier</p> <p>8 about the documents and the e-mails, your</p> <p>9 testimony was as the voice of Dynamic Security;</p> <p>10 correct?</p> <p>11 MR. MILLER: Object to the form.</p> <p>12 A. Correct.</p> <p>13 Q. And speaking for Dynamic Security, is</p> <p>14 it your understanding that the documents that I</p> <p>15 showed you are maintained by Dynamic Security,</p> <p>16 that they were Dynamic Security documents?</p> <p>17 A. Yes.</p> <p>18 Q. Did you understand that Ms. Williams</p> <p>19 was acting on behalf of HMMA at HMMA's</p> <p>20 discretion?</p> <p>21 MR. MILLER: Object to the form.</p> <p>22 MS. BROWN: Object to the form.</p> <p>23 Q. You can answer.</p>

<p style="text-align: right;">Page 205</p> <p>1 A. I believed that -- at the time when</p> <p>2 all of this was put together, I did not know</p> <p>3 that Cassandra Williams was not an MMA. I</p> <p>4 believed -- until five minutes ago, I believed</p> <p>5 that Cassandra was representing MM -- at HMMA.</p> <p>6 Q. And was that because she was working</p> <p>7 at the Hyundai facility?</p> <p>8 A. Yes. That was the only place I had</p> <p>9 ever seen her, so I just thought that was where</p> <p>10 she -- that was her work.</p> <p>11 Q. Did she wear any kind of uniform or</p> <p>12 anything like that?</p> <p>13 A. She would wear a standard shirt that</p> <p>14 just had a Hyundai emblem, just the name -- the</p> <p>15 name of the company, I think.</p> <p>16 Q. Did it say HMMA, or did it say</p> <p>17 Hyundai?</p> <p>18 A. As I recall, just -- I recall it</p> <p>19 saying Hyundai.</p> <p>20 Q. And those e-mails that we looked at</p> <p>21 earlier, the e-mail addresses, do you recall</p> <p>22 what those e-mail addresses were?</p> <p>23 A. The e-mail addresses were hmmausa.</p>	<p style="text-align: right;">Page 207</p> <p>1</p> <p>2 (At which time, the deposition</p> <p>3 concluded at 2:35 p.m. Central.)</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p>
<p style="text-align: right;">Page 206</p> <p>1 MS. PALMER: Do you have 41 still?</p> <p>2 Q. If you'll look for me, Exhibit 41,</p> <p>3 down where Ms. Williams' signature is. Do you</p> <p>4 see there's like an image below her signature?</p> <p>5 A. I see an image beside her signature.</p> <p>6 Q. Okay. Let me see. Her signature</p> <p>7 there where it says -- yeah, you're right, it's</p> <p>8 beside her signature. Where it says Cassandra</p> <p>9 Williams, what does it say underneath her name?</p> <p>10 A. It reads, "Cassandra Williams." The</p> <p>11 next line is, "Manager of Security Services,</p> <p>12 Hyundai ENG America, Inc., Hyundai Motor</p> <p>13 Manufacturing Alabama, LLC."</p> <p>14 Q. All right. That's it.</p> <p>15 MR. REDMOND: I have a copy of 54 if</p> <p>16 you want to take mine.</p> <p>17 MS. PALMER: It's here somewhere.</p> <p>18 I'm going to get them in order.</p> <p>19 MR. REDMOND: So, Ms. Court Reporter,</p> <p>20 you may end up with two copies of 54. They're</p> <p>21 not mis-numbered or anything.</p> <p>22 MS. PALMER: Good? Okay.</p> <p>23 Q. We are done with you, Ms. Riddle.</p>	<p style="text-align: right;">Page 208</p> <p>1 C E R T I F I C A T E</p> <p>2</p> <p>3 STATE OF ALABAMA</p> <p>4 AT LARGE</p> <p>5</p> <p>6 I hereby certify that the above and</p> <p>7 foregoing deposition of KRISTAL RIDDLE</p> <p>8 was taken down by me in stenotype and the</p> <p>9 questions and answers thereto were transcribed</p> <p>10 by means of computer-aided transcription;</p> <p>11 transcribed by me or overseen by me, and that</p> <p>12 the foregoing represents a true and correct</p> <p>13 transcript of the testimony given by said</p> <p>14 witness upon said hearing.</p> <p>15</p> <p>16 I further certify that I am neither of</p> <p>17 counsel, nor of kin to the parties to the</p> <p>18 action, nor am I in anywise interested in the</p> <p>19 result of said cause.</p> <p>20</p> <p>21 So certified on this date, August 19,</p> <p>22 2022.</p> <p>23 <i>Lindsey Seals</i></p> <p>/s/ Lindsey Seals Lindsey Seals, ABCR # TL2073, Expires 9/21/2023 Commissioner for the State of Alabama at Large My Commission Expires 01/28/26</p> <p>/s/ Jessica Pitts, CCR Jessica Pitts, CCR ACCR #635, Expires 9/30/2022 Commissioner for the State Of Alabama at Large</p>

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1 IN THE UNITED STATES DISTRICT COURT FOR
2 THE MIDDLE DISTRICT OF ALABAMA
3 NORTHERN DIVISION
4 CIVIL ACTION NUMBER
5 2:19-cv-767-ECM-SMD
6
7 DAVITA M. KEY,
8 Plaintiff,
9 v.
10 HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC;
11 HYUNDAI ENGINEERING AMERICA, INC.;
12 AND DYNAMIC SECURITY, INC.,
13 Defendants. CERTIFIED COPY
14
15 DEPOSITION OF CASSANDRA WILLIAMS
16 SEPTEMBER 6, 2022
17 9:36 A.M.
18
19 The deposition of Cassandra Williams was
20 taken before Jordan Groves, CCR, on September 6,
21 2022, by the plaintiff, commencing at 9:36 a.m.,
22 at the offices of Bradley Arant, 445 Dexter
23 Avenue, Suite 9075, Montgomery, Alabama, pursuant
to the stipulations set forth herein.

Page 2

1 S T I P U L A T I O N S
2 IT IS STIPULATED AND AGREED by and between
3 the parties through their respective counsel that
4 the deposition of Cassandra Williams may be taken
5 before Jordan C. Groves, Certified Court Reporter,
6 Notary Public, State of Alabama at large, at the
7 offices of Bradley Arant, 445 Dexter Avenue,
8 Suite 9075, Montgomery, Alabama, on
9 September 6, 2022, commencing at approximately
10 9:36 a.m.
11
12 IT IS FURTHER STIPULATED AND AGREED that
13 the signature to and the reading of the deposition
14 by the witness is not waived, the deposition to
15 have the same force and effect as if full
16 compliance had been had with all laws and rules of
17 Court relating to the taking of depositions.
18
19 IT IS FURTHER STIPULATED AND AGREED that it
20 shall not be necessary for any objections to be
21 made by counsel to any questions, except as to
22 form or leading questions and that counsel for the
23 parties may make objections and assign grounds at

Page 3

1 the time of trial or at the time said deposition
2 is offered in evidence, or prior thereto.
3
4 IT IS FURTHER STIPULATED AND AGREED that
5 the notice of filing of the deposition by the
6 Commissioner is waived.
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1	APPEARANCES
2	
3	APPEARING ON BEHALF OF THE PLAINTIFF:
4	
5	Ms. Heather Newsom Leonard
6	HEATHER LEONARD, PC
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14	APPEARING ON BEHALF OF THE DEFENDANT HYUNDAI ENG AMERICA, INC.:
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20	APPEARING ON BEHALF OF THE DEFENDANT HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC:
21	
22	Ms. Whitney R. Brown
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	1914 4th Avenue North
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	APPEARING ON BEHALF OF THE DEFENDANT DYNAMIC SECURITY, INC.:
	Mr. Wesley C. Redmond
	FORD HARRISON, LLC
	420 20th Street North, Suite 2560
	Birmingham, Alabama 3503

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1 I, Jordan C. Groves, a Certified Court
2 Reporter and a Notary Public for the State of
3 Alabama at Large, acting as Commissioner, certify
4 that on this date, pursuant to the Federal Rules
5 of Civil Procedure and Rules of Civil Procedure
6 and the foregoing stipulation of counsel, there
7 came before me at the offices of Bradley Arant,
8 445 Dexter Avenue, Suite 9075, Montgomery,
9 Alabama, commencing at approximately 9:36 a.m. on
10 September 6, 2022, Cassandra Williams, witness in
11 the above cause, for oral examination, whereupon
12 the following proceedings were had:
13 COURT REPORTER: Usual stipulations?
14 MS. LEONARD: Yes, please.
15 MR. REDMOND: Yes.
16 MR. MILLER: We'd like her to have the
17 opportunity to read and sign.
18
19 CASSANDRA WILLIAMS,
20 being first duly sworn, was examined
21 and testified as follows:
22
23

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1 EXAMINATION
2 BY MS. LEONARD:
3 **Q. Will you please state your full legal name**
4 **for the record.**
5 A. Cassandra Williams.
6 **Q. Have you ever legally changed your name?**
7 A. No.
8 **Q. Have you gone by any other names other**
9 **than Cassandra Williams?**
10 A. Just given a nickname, a variation of my
11 first name.
12 **Q. Have you ever given a deposition before?**
13 A. I have years ago.
14 **Q. How many times?**
15 A. Just once.
16 **Q. What type of case was it?**
17 A. It was gender discrimination.
18 **Q. All right. Who was your employer when you**
19 **gave the deposition?**
20 A. City of Montgomery.
21 **Q. And when you say "it was gender**
22 **discrimination," what was the person who brought**
23 **the lawsuit saying it was gender discrimination?**



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1 of?

2 A. B.J. McCullough, Neal McMann, Gloria

3 Robinson, and Malinda Williams.

4 **Q. Do you know why Ms. Robinson is no longer**

5 **an account manager at HMMA?**

6 MS. BROWN: Object to form.

7 MR. MILLER: Object to form.

8 A. She was relocated -- I'm sorry.

9 **Q. It's okay.**

10 A. She requested to step down from that

11 position.

12 **Q. What do you know about that?**

13 A. She told her manager -- and I don't know

14 what his position was -- that she wanted to step

15 down, and she recommended someone else to take her

16 position.

17 **Q. How did you come to have this knowledge?**

18 A. She told me as well as her

19 then-supervisor.

20 **Q. Did Ms. Robinson tell you why she was**

21 **requesting to step down?**

22 A. She said she was getting burned out.

23 **Q. How long had she been there?**

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1 A. At HMMA?

2 **Q. Yes, ma'am.**

3 A. Maybe 2007. I'm not sure.

4 **Q. And did she tell you why she was being**

5 **burned out or what was causing her to be burned**

6 **out?**

7 A. She did not.

8 **Q. Did you have the ability or the power to**

9 **request that somebody from Dynamic Security's work**

10 **assignment at HMMA be terminated?**

11 MR. REDMOND: Object to form.

12 MR. MILLER: Object to form.

13 A. Their work assignment, yes, at HMMA.

14 **Q. Tell me about that, that authority that**

15 **you had. What was your ability?**

16 A. If, for whatever reason, the person's

17 service was not up to par or if they violated a

18 policy, which includes criminal or just a basic

19 policy, I could request that they be reassigned.

20 **Q. Could anyone at HMMA request that the**

21 **services of one of the Dynamic Security employees**

22 **be terminated or that they be reassigned?**

23 MS. BROWN: Object to form.

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1 **Q. In other words, could HMMA say, "Hey, I**

2 **want this person removed from working on our**

3 **property"?**

4 MS. BROWN: Object to form.

5 A. Directly to me or to the security company?

6 **Q. Either.**

7 A. Not to the security company, no.

8 **Q. Could they make that -- could HMMA request**

9 **to you that somebody from Dynamic Security no**

10 **longer be assigned to work on the HMMA property?**

11 MS. BROWN: Object to form.

12 MR. MILLER: Object to form.

13 A. They could if they chose to.

14 **Q. Did HMMA ever make any requests to you to**

15 **remove somebody from Dynamic Security from the**

16 **property?**

17 A. Not that I recall.

18 **Q. You said that one of the reasons that you**

19 **could request somebody's services at HMMA be ended**

20 **or they be reassigned would be violation of**

21 **policy.**

22 **Whose policies?**

23 A. HMMA's policies.

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1 **Q. What HMMA policies applied to people**

2 **placed on the property through Dynamic Security?**

3 MS. BROWN: Object to form.

4 A. Repeat.

5 **Q. Sure. What policies applied to the**

6 **Dynamic Security placements?**

7 MS. BROWN: Object to form.

8 MR. MILLER: Object to form.

9 A. (No response.)

10 **Q. What policies are you talking about? You**

11 **said --**

12 A. Violation -- I mean, which it -- it will

13 not just include securities but any contractor

14 violates. So are you asking me what policies they

15 could --

16 **Q. Yes.**

17 A. -- be removed on?

18 **Q. Yes, ma'am.**

19 A. Which is -- some that come to mind:

20 violating their badge policy, their workplace

21 violence policy, their sexual harassment policy,

22 criminal activity, drug screen violation policy,

23 weapons policy, alcohol policy. And all three of



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1 **Q. You go on.**
2 A. 2010 was not my first day of -- in
3 September was not my first day of employment at
4 HMMA.
5 **Q. When was your first day of employment at**
6 **HMMA?**
7 MR. MILLER: Let me object to form.
8 She's --
9 MS. LEONARD: You're objecting to her
10 answer?
11 MR. MILLER: I'm -- yeah, and then you --
12 then you repeated the question.
13 Because she's asking about your employment
14 at HMMA.
15 THE WITNESS: My employment at HMMA?
16 MR. MILLER: At the location, is that what
17 you --
18 THE WITNESS: Yes.
19 MR. MILLER: Okay.
20 **Q. (BY MS. LEONARD) When you said**
21 **September 1, 2010, was not your first date of**
22 **employment, what did you mean?**
23 A. With HEA.

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1 **Q. Okay. What was your first date of**
2 **employment with HEA?**
3 A. It was May, and I don't know the exact
4 date, of 2004.
5 **Q. Okay. So from 2004 to 2010, what did you**
6 **do for HEA?**
7 A. I wasn't working for HEA at that time.
8 **Q. Who were you working for from 2004 to**
9 **2010?**
10 A. 2004 to December 2006, I was working for
11 DTA, known as Don Terry and Associates, Security.
12 And from December 2006 until August 31, 2010, I
13 was working for American Citadel Guard security.
14 **Q. Okay. So when did you first start**
15 **performing work on HMMA campus?**
16 A. May 2004.
17 **Q. Okay. So when you say that the**
18 **"Appearance Standards for Security Personnel"**
19 **document was taken -- the bulk of the content was**
20 **taken from an HMMA policy when you started working**
21 **out there, the policy you're referring to, when**
22 **was it in place, the HMMA policy?**
23 MS. BROWN: Object to form.

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1 A. It was in place when I started.
2 **Q. And that's where I'm trying to go.**
3 **Are you saying when you started at the**
4 **HMMA facility in 2004? When you started at one of**
5 **those subsequent employers between 2004 and 2010?**
6 **Are you talking about in 2010 with HEA?**
7 A. I started at HMMA in May 2004 with DTA,
8 and it was in place at that time.
9 **Q. Okay. Do you remember what the name of**
10 **that policy was?**
11 A. I don't. I don't know exactly what it
12 says.
13 **Q. When we look at the first page of**
14 **Exhibit 9, HEA, and we look under "Female**
15 **Officers" where it says "Hair" and we see the last**
16 **three bullets, and it says, "Braids are permitted**
17 **but must be well groomed and kept. Dreads or**
18 **dreadlocks hair style are prohibited. Hair**
19 **ribbons are not permissible."**
20 **Did any of that information come from the**
21 **HMMA policy?**
22 MS. BROWN: Object to form.
23 A. The last bullet?

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1 **Q. The hair ribbons?**
2 A. Yes.
3 **Q. Who made the decision that the "Appearance**
4 **Standards for Security Personnel" would say that**
5 **dreads or dreadlock hair style are prohibited?**
6 MS. BROWN: Object to form.
7 A. Although HMMA's policy didn't specifically
8 say dreads or dreadlocks, braids was noted, and
9 the dreads were in the braids family. That's the
10 way we interpreted it.
11 **Q. Okay. Did anyone from HMMA review the**
12 **"Appearance Standards for Security Personnel" to**
13 **ensure that it was consistent with what they**
14 **wanted?**
15 MR. MILLER: Object to form.
16 MS. BROWN: Object to form.
17 MR. REDMOND: Same objection.
18 A. Not with me.
19 **Q. Do you know if anybody -- if anybody from**
20 **HMMA reviewed on behalf of the company the**
21 **"Appearance Standards for Security Personnel"?**
22 MS. BROWN: Object to form.
23 MR. MILLER: Object to form.



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1 A. This? Exhibit 9?
2 **Q. Yes, ma'am.**
3 A. No one reviewed with HMMA -- HMMA reviewed
4 it.
5 **Q. Why are dreads or dreadlocks prohibited**
6 **under Exhibit 9?**
7 A. My document?
8 **Q. Yes, ma'am.**
9 A. Keeping with HMMA's policy, I decided to
10 continue it because for grooming and professional
11 appearance, I didn't think they met those
12 guidelines.
13 **Q. So based on your understanding of HMMA's**
14 **policies, you felt that dreads or dreadlocks hair**
15 **styles would be prohibited for people who would be**
16 **in a visible uniformed position?**
17 MR. MILLER: Object to form.
18 MS. BROWN: Object to form.
19 A. Every security person, regardless of
20 position, are in a uniform.
21 **Q. But you felt the prohibition of dreads or**
22 **dreadlocks was consistent or what was required**
23 **under the HMMA policy?**

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1 MS. BROWN: Object to form.
2 MR. MILLER: Object to form.
3 MR. REDMOND: Same objection.
4 A. Yes.
5 **Q. Did anyone tell you why it would be okay**
6 **for HMMA to prohibit dreads or dreadlocks? In**
7 **other words, did anyone say, "Yeah, this is a**
8 **nondiscriminatory policy"?**
9 MR. MILLER: Object to form.
10 MS. BROWN: Object to form.
11 A. No.
12 **Q. Were there ever any deviations from the**
13 **"Appearance Standards for Security Personnel"**
14 **where somebody with dreads or dreadlocks was**
15 **permitted to work under the security contract?**
16 A. Repeat.
17 **Q. Sure. Was anybody permitted to work under**
18 **the security contract with dreads or dreadlocks?**
19 A. At what point?
20 **Q. At any point.**
21 A. Not prior to 2017.
22 **Q. After 2017 has anyone with dreads or**
23 **dreadlocks been permitted to work under the**

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1 **security contract?**
2 A. Yes.
3 **Q. Who would that be?**
4 A. One young lady. Her last name was Howard.
5 I don't remember. But I wasn't a part of her
6 hiring so...
7 Another young lady. Her last name was
8 Walton, I believe. She was allowed to wear dreads
9 as long as they were styled in a different manner.
10 **Q. When was Ms. Walton permitted to wear**
11 **dreads as long as they were styled in a certain**
12 **manner?**
13 A. I believe she started maybe late 2017.
14 **Q. Why was she permitted to wear dreads?**
15 A. Because she agreed to style them in a
16 different manner.
17 **Q. Who made the decision to allow her to wear**
18 **dreads?**
19 A. Myself and -- I don't know -- I don't
20 remember at the time whether it was Gloria
21 Robinson or Malinda Williams.
22 **Q. At the time the decision was made to**
23 **permit Ms. Walton to wear her hair in dreads as**

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1 **long as they were styled in a certain manner, were**
2 **you aware that Davita Key had made a complaint**
3 **that she felt she was being discriminated against?**
4 A. I can't say because --
5 MR. MILLER: Object to form.
6 Go ahead. You can answer.
7 A. I can't say because I don't remember when
8 Ms. Walton came to work there.
9 **Q. And we're going to go through some**
10 **documents specific to Ms. Key in a little bit.**
11 **But one of the things that we're going to see**
12 **through those documents is basically upon her last**
13 **day -- you know, on July 31, 2017 -- she was**
14 **complaining about you and about the hair policy.**
15 **When did you first become aware of those**
16 **internal complaints?**
17 MR. MILLER: Object to form.
18 A. Her first day of work.
19 **Q. Okay. So if she started in July of 2017**
20 **and you were aware of her complaints on her first**
21 **day of work, is it reasonable, then, to assume if**
22 **Ms. Walton was hired in late 2017, you were at a**
23 **minimum aware of Ms. Key's internal complaints**



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1 **about the dreadlock -- prohibition of dreadlocks?**
2 A. Ms. Key didn't start in July of 2017.
3 **Q. When did she start?**
4 A. Let me think. Let me correct myself. She
5 started July 31st. That was her first day of
6 work. July 31, 2017. So I'm sorry.
7 Repeat the last part.
8 **Q. If Ms. Walton started in late 2017 and**
9 **Ms. Key started on July 31, 2017, and it's your**
10 **testimony that you're aware of her complaints**
11 **about the prohibition of dreadlocks being**
12 **discriminatory --**
13 MR. MILLER: Object to form.
14 **Q. -- on her first day of employment, would**
15 **it be fair, then, to say that you're aware of**
16 **Ms. Key's complaint by the time Ms. Walton**
17 **started?**
18 MR. MILLER: Object to form.
19 A. I don't know when Ms. Walton started, so I
20 can't say yes or no.
21 **Q. Well, your testimony earlier was she**
22 **started in late 2017. If that's true, you would**
23 **agree, then, you would have to have been aware of**

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1 **Ms. Key's complaint by the time Ms. Walton**
2 **started?**
3 MS. BROWN: Object to form.
4 MR. MILLER: Object to form.
5 MR. REDMOND: Same objection.
6 A. I know her -- okay. Her verbal complaint,
7 yes. I'm aware of that, yes.
8 **Q. How did Ms. Walton agree to style her**
9 **hair?**
10 A. To she agreed to pull it back. And I
11 can't -- I'm trying to visualize, but I can't.
12 But it was pulled back in a much neater
13 appearance, and she agreed to maintain that
14 appearance.
15 **Q. And you said "much neater appearance."**
16 **Neater than what?**
17 A. Than what it was on the day that she
18 interviewed.
19 **Q. Okay. And Ms. Howard -- when was she**
20 **hired?**
21 A. I don't know.
22 **Q. And who made the decision to permit her to**
23 **wear dreadlocks?**

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1 A. The security account manager.
2 **Q. What company would that have been?**
3 A. I don't remember.
4 **Q. Do you know why Ms. Howard was permitted**
5 **to wear her hair in dreads?**
6 MR. MILLER: Object to form.
7 A. I do not. I saw her when I arrived for
8 work one day, that she had dreads. And so that
9 was my first time knowing about it.
10 **Q. What was Ms. Howard's race?**
11 A. Black.
12 **Q. An what was Ms. Walton's race?**
13 A. Miss who?
14 **Q. Walton.**
15 A. Black.
16 **Q. Is there still an "Appearance Standards**
17 **for Security Personnel" policy?**
18 A. Yes.
19 **Q. And under that are dreads or dreadlocks**
20 **prohibited for women?**
21 A. Yes. For women?
22 **Q. Yes.**
23 A. For all.

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1 **Q. Was Ms. Key working on the HMMA campus**
2 **through a contractual agreement between HEA and**
3 **HMMA?**
4 MR. MILLER: Object to form.
5 A. The agreement was with Dynamic Security.
6 **Q. What relationship, if any, exists between**
7 **HMMA and HEA?**
8 MS. BROWN: Object to form.
9 A. HEA is a subsidiary of HMMA.
10 **Q. Okay. Do you know if there are any common**
11 **owners among HMMA and HEA?**
12 A. I don't.
13 **Q. When you say "HEA is a subsidiary of**
14 **HMMA," what does that mean?**
15 A. It's like an organization or --
16 MR. MILLER: Do you know what that word
17 means? Do you know what "subsidiary" means?
18 THE WITNESS: Corporation, organization of
19 another -- or entity of another company maybe?
20 I'm just thinking off the top of my head.
21 **Q. (BY MS. LEONARD) Are there any common**
22 **policies that HMMA and HEA have?**
23 A. Say that again.



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1 Q. Sure. Are there any shared or common
2 policies between HMMA and HEA?
3 A. Shared policies?
4 Q. Yes, ma'am.
5 A. Such...
6 Q. Like, at HEA do you guys use or operate
7 under any HMMA policies?
8 A. The -- some of the same policies -- well,
9 those same policies I repeated earlier in addition
10 to others.
11 Q. Okay. Can you think of any others beyond
12 the ones you've already shared with me?
13 A. Their PPE, which is personal protection.
14 Parking policies. Badging policy. Those are
15 the...
16 Q. Are you aware of any contracts between HEA
17 and HMMA?
18 A. Currently?
19 Q. Yes, ma'am.
20 A. Yes.
21 Q. What contract or contracts exist between
22 the companies?
23 A. We have a security contract and janitorial

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1 contract and landscaping.
2 Q. How long has the security contract been in
3 place?
4 A. Currently?
5 Q. Yes, ma'am.
6 A. It was signed, I believe, December of last
7 year.
8 Q. So December of 2020?
9 A. Last year. '21.
10 Q. That's right. All the years have blurred
11 together since basically the beginning of 2020 in
12 my mind, so thank you.
13 Prior to December of 2021, was there any
14 contractual relationship between HEA and HMMA?
15 And really I'm focusing in on when Ms. Key was
16 there.
17 Was there a contractual relationship in
18 2017?
19 A. No.
20 Q. What relationship, if any, existed between
21 HEA and HMMA in 2017? Like, I guess where I'm
22 trying to go is if there wasn't a contract, why
23 was HEA -- why were you out on the HMMA property

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1 doing anything in 2017?
2 A. There was a scope of service that we were
3 operating under.
4 Q. And what does that mean?
5 A. It outlined the work that HMMA wanted HEA
6 to provide as far as security is concerned. I
7 don't know about that other.
8 Q. And what was that work?
9 A. Provide security services.
10 Q. And would you agree that the work that HEA
11 was providing in terms of providing security
12 services was for the benefit of HMMA?
13 MR. MILLER: Object to form.
14 MS. BROWN: Object to form.
15 A. Yes.
16 Q. And did HMMA, through that scope of
17 services agreement, empower you to act on its
18 behalf to make contracts to provide security
19 services on the HMMA property?
20 MS. BROWN: Object to form.
21 MR. MILLER: Object to form.
22 A. I would not say on their behalf. The
23 contract would have been between HEA and the

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1 security vendor.
2 Q. And who was getting the benefit of the
3 security services?
4 MS. BROWN: Object to form.
5 MR. MILLER: Object to form.
6 A. The services are being provided at HMMA's
7 site.
8 Q. And who is deriving the benefit -- or
9 whose property is being secured?
10 MR. MILLER: Object to form.
11 A. HMMA's property.
12 Q. Ms. Key worked in a mail room capacity.
13 What scope of services agreement or
14 contract or whatever -- where did that fall, mail
15 room duties?
16 A. Under the scope of work in the -- for the
17 security.
18 Q. Okay. In Mr. Cureton's deposition last
19 week, there was some discussion about post orders.
20 Have you ever heard that phrase, "post
21 order"?
22 A. I have.
23 Q. What is a post order?



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1 A. They made the selection.
2
3 (Whereupon, Plaintiff's Exhibit 64 was
4 marked for identification and copy of
5 same is attached hereto.)
6
7 **Q. I'm going to show you what's been marked**
8 **as Exhibit 64, which is HEA 205.**
9 **Does this photograph represent the shirt**
10 **that Ms. Key would have been required to wear?**
11 A. Yes.
12 **Q. When we see on the shirt where it says**
13 **"Hyundai Alabama," what does Hyundai Alabama refer**
14 **to.**
15 MS. BROWN: Object to form.
16 MR. MILLER: Object to form.
17 A. Hyundai Alabama.
18 **Q. What is Hyundai Alabama?**
19 MS. BROWN: Object to form.
20 A. So this particular shirt, like I said, you
21 can purchase out of the gift shop, so Hyundai
22 Alabama would be HMMA.
23 **Q. And I notice today you're wearing a shirt**

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1 **that's a little different. Yours is a black shirt**
2 **with embroidery that says "Hyundai Engineering" --**
3 **I can't read all of it, and I don't want to be**
4 **staring too much at your shirt.**
5 **But your shirt is badged with Hyundai**
6 **Engineering America, Inc.?**
7 A. Yes.
8 **Q. Why would Ms. Key be wearing a shirt**
9 **that's Hyundai Alabama versus a shirt like the one**
10 **that you're wearing that says Hyundai Engineering?**
11 MS. BROWN: Object to form.
12 A. She's not a Hyundai Engineering -- or was
13 not a Hyundai Engineering employee.
14 **Q. Why would she wear any shirt that**
15 **identifies her with the word "Hyundai"?**
16 MS. BROWN: Object to form.
17 MR. MILLER: Object to form.
18 MR. REDMOND: Same objection.
19 A. HMMA selected that shirt.
20 **Q. All right. Do you ever wear shirts at**
21 **work that are like what we just saw in Plaintiff's**
22 **Exhibit 63 that say "Hyundai Alabama"?**
23 A. No.

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1 **Q. So you always wear a shirt that says**
2 **"Hyundai Engineering"?**
3 A. Yes.
4 **Q. Was that the case in 2017?**
5 A. Yes.
6 MS. BROWN: Isn't the photograph 64?
7 MS. LEONARD: Yeah. I'm sorry if I
8 misspoke.
9 **Q. (BY MS. LEONARD) What were the dates of**
10 **Ms. Key's assignment?**
11 A. Best I remember, she started July 31,
12 ended August 1.
13 **Q. Who set Ms. Key's rate of pay?**
14 A. Dynamic Security.
15 **Q. When we look at Plaintiff's Exhibit 20, it**
16 **says in here the pay is \$13 per hour.**
17 **If Dynamic Security set that rate of pay,**
18 **why did you put that in Plaintiff's Exhibit 20?**
19 A. This is a job announcement.
20 **Q. Okay. Is the rate of pay for the position**
21 **set through -- was it controlled by the scope of**
22 **services agreement?**
23 A. It was in their bid.

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1 **Q. Okay. And who accepted the bid?**
2 A. HEA accepted the bid.
3 **Q. Did you ever have the ability to recommend**
4 **or request pay increases for anyone?**
5 A. Yes. Based on their bid.
6 **Q. Did you ever recommend specific pay**
7 **increases for any employees of Dynamic Security?**
8 A. I believe so.
9 **Q. And why did you do that?**
10 A. Because I felt they were due and entitled
11 to a raise based on their performance.
12 **Q. Was Latunya Howell one of the people you**
13 **requested a raise for?**
14 A. I believe so.
15 **Q. And that would have been sometime in 2016?**
16 A. I don't remember when.
17 **Q. I don't have copies of this for everyone,**
18 **so I'm going to let -- so let your lawyer look at**
19 **it first. This is Dynamic 289 through 293 that**
20 **I'm marking as 65.**
21
22 (Whereupon, Plaintiff's Exhibit 65 was
23 marked for identification and copy of



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1 same is attached hereto.)

2

3 MS. LEONARD: I think this has been an

4 exhibit to a prior deposition.

5 **Q. If you can give Mr. Miller a chance to**

6 **look on that with you.**

7 MR. MILLER: This is 65?

8 MS. LEONARD: Yes.

9 MR. REDMOND: I'm just going to come look

10 over Matt's shoulder to speed things up. I think

11 I know which one it is.

12 MS. BROWN: Can you tell me the numbers

13 one more time?

14 MS. LEONARD: They've got it.

15 Will you guys read the Bates numbers out

16 again for Whitney?

17 MR. MILLER: Dynamic Key 289 through 293.

18 MS. BROWN: Got it. Thank you.

19 MS. PALMER: It was previously

20 Plaintiff's 55.

21 A. Okay. Yes, I did. December 2016.

22 **Q. All right. Do you know if that raise went**

23 **into effect for Ms. Howell that you recommended?**

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1 A. According to the email, it went into

2 effect on December 3.

3 **Q. Okay.**

4 A. For all of them.

5 **Q. If you look to Bates number 291, which is**

6 **part of your email that you were sending to Chris**

7 **Hargrove at Dynamic Security, one of the things**

8 **you write about Ms. Howell is "Just so you know,**

9 **one of HMMA's onsite vendors is trying to hire**

10 **Latunya."**

11 **Who is that?**

12 A. I believe it was Aerotek.

13 **Q. Okay. And you said, "I've been contacted**

14 **by the company."**

15 **Tell me about that. What contact had you**

16 **received?**

17 A. They just called just as a reference

18 request.

19 **Q. Why would they be calling for a reference**

20 **request on a Dynamic employee?**

21 A. Because she put me down as a reference.

22 **Q. Okay. What's --**

23 MR. MILLER: Do you want to clarify who

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1 the company is?

2 MS. LEONARD: She said Aerotek.

3 MR. MILLER: Okay.

4 MS. LEONARD: Keep up, Matt. She said

5 Aerotek.

6 **Q. (BY MS. LEONARD) What supervision, if**

7 **any, did you have over Ms. Howell?**

8 A. No direct supervision. I just kept close

9 eye on the mail room.

10 **Q. What did you do to keep a close eye on the**

11 **mail room?**

12 A. Just to check to make sure they were doing

13 what they were supposed to be doing. If I

14 received a complaint from an HMMA manager or team

15 member stating that they had issues with packages

16 being delivered or sent out, I would go down and

17 check. Every now and again, I had to go and fill

18 in the mail room myself if there was -- if they

19 were short or no one in there at all.

20 **Q. Who provided supervision to the mail room?**

21 A. Direct supervision would have been the

22 first shift security supervisor followed by Gloria

23 Robinson or whomever the account manager for the

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1 security company.

2 **Q. Did you provide indirect supervision for**

3 **the mail room?**

4 MR. MILLER: Object to form.

5 MS. BROWN: Object to form.

6 A. As far as the duties, I did.

7 **Q. Okay. Other than what you explained about**

8 **keeping a close eye on the mail room or you**

9 **filling in if there was a need, what else, if**

10 **anything, did you do to provide indirect**

11 **supervision?**

12 MR. MILLER: Object to form.

13 A. That's basically it.

14 **Q. Okay. Did anyone at HMMA or HEA object to**

15 **Ms. Key's appearance?**

16 MS. BROWN: Object to form.

17 A. I don't know if anybody at HMMA ever saw

18 or met Ms. Key.

19 **Q. My question is different.**

20 **Did anyone at HMMA or HEA object to**

21 **Ms. Key's appearance, her hairstyle?**

22 MR. MILLER: Object to form.

23 MS. BROWN: Object to form.



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1 A. Not that --
2 MR. MILLER: She asked HMMA or HEA.
3 THE WITNESS: Oh. I'm sorry.
4 MR. MILLER: That's why I objected.
5 You can answer.
6 THE WITNESS: Okay.
7 A. Okay. After -- prior to her being hired?
8 After she was hired? Which? Or both?
9 **Q. Any time. And I'll make the question**
10 **broad.**
11 **Are you aware of anyone, including**
12 **yourself, who objected to Ms. Key's appearance?**
13 MS. BROWN: Object to form.
14 A. On the date that Ms. Key interviewed, I
15 saw her hair. On the date that she started, I saw
16 her hair, and at that time I made an objection
17 about her hair.
18 **Q. And so you made an objection after she had**
19 **started?**
20 MR. REDMOND: Object to form.
21 MR. MILLER: Object to form.
22 A. Yes. Because on the date of the
23 interview, an agreement was made how she would

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1 wear her hair.
2 **Q. Were you present for Ms. Key's interview?**
3 A. I was not.
4 **Q. Who interviewed her?**
5 A. Gloria Robinson and Maurice Chambliss.
6 **Q. The day that Ms. Key interviewed, you said**
7 **you saw her hair.**
8 **How did you come to see her hair on the**
9 **date of her interview?**
10 A. I was asked to come into the conference
11 room where they were interviewing her.
12 **Q. Tell me about how that came to be.**
13 A. Gloria Robinson approached me at my desk
14 and stated that they were interviewing someone for
15 the mail room, that the young lady had dreads in
16 her hair. She mentioned that she said that she
17 could style it in a way that would be, like, more
18 presentable, and she asked me if I would come in
19 to look at her hair and how she was going to style
20 it.
21 **Q. So then what happened?**
22 A. I went in, I saw -- confirmed that, you
23 know, she was wearing dreads. And she said that

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1 she had a photo. I -- well, let me back up.
2 I said, you know, "No, they're not
3 permitted." And she said that "There's a way that
4 I can style it." And she produced a photo on her
5 phone.
6 **Q. What did her hair look like in the**
7 **interview?**
8 A. All I can tell you it was in dreads.
9 **Q. Long dreads? Short dreads? Medium? How**
10 **long were they?**
11 A. I believe they may have been shoulder
12 length.
13 **Q. Okay. Were they thin? Thick?**
14 A. Thick? As...
15 **Q. Well, I'm just trying to get an idea --**
16 A. Okay. They weren't thick like Whoopi
17 Goldberg dreads are but -- and I don't know how
18 to -- as far as a size, I don't know what to say
19 because I don't know. But I can just tell you
20 they were in dreads. They were noticeable dreads.
21 **Q. Were they neat?**
22 MR. REDMOND: Object to form.
23 A. They --

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1 **Q. Sure. Let me rephrase.**
2 **What, if anything, was unacceptable or**
3 **unpresentable about her hair?**
4 MR. MILLER: Object to form.
5 MS. BROWN: Object to form.
6 MR. REDMOND: Same objection.
7 **Q. Because you said she showed you a picture**
8 **that would be a lot more presentable.**
9 **What, if anything, was unpresentable about**
10 **her appearance in her interview?**
11 MS. BROWN: Object to form.
12 A. Her hair was in dreads --
13 MR. MILLER: Object to form.
14 A. -- and they were a little --
15 MR. MILLER: Go ahead. Sorry.
16 A. -- frayed.
17 **Q. And what do you mean by "frayed"?**
18 A. Like, they weren't neat and -- so I don't
19 know if you've seen dreads when they're first
20 done, but it's like, I guess, braids. They're
21 pulled together and the ends and -- there's no
22 wild hairs sticking out. So it was -- it was like
23 that. So I could tell that she had had them for a



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1 while. So they just didn't have that neat
2 appearance like freshly done.
3 **Q. And the picture that she showed that you**
4 **said was a lot more presentable, what did that**
5 **look like?**
6 A. It was pulled back. And all I can tell
7 you is I could no longer tell that they were --
8 that they were dreads.
9 **Q. Other than the fact that -- well, why are**
10 **dreads unpresentable?**
11 MS. BROWN: Object to form.
12 MR. MILLER: Object to form.
13 **Q. Or why are they not acceptable from an**
14 **appearance standpoint?**
15 MS. BROWN: Object to form.
16 MR. MILLER: Object to form.
17 A. Are you asking my personal opinion?
18 **Q. Why, for purposes of holding this job in**
19 **the mail room, are dreads unacceptable?**
20 A. Dreads aren't accepted for mail room,
21 security post, regardless.
22 **Q. And that's my question: Why?**
23 A. Although I know some dreads once -- and I

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1 don't know how they're done, but some dreads --
2 they can be worn very neatly. But I know that
3 some officers will not maintain their hair to keep
4 that neat appearance. And just for appearance,
5 professional grooming appearance, I wanted us to
6 maintain the policy that no dreads are allowed.
7 **Q. Why would it matter what somebody's hair**
8 **in the mail room looks like?**
9 MS. BROWN: Object to form.
10 MR. MILLER: Object to form.
11 **Q. Why does the appearance of somebody in the**
12 **mail room matter?**
13 A. They're a part --
14 MS. BROWN: Object --
15
16 (Unreportable cross-talk, followed by
17 reporter interruption.)
18
19 **Q. (BY MS. LEONARD) Are people in the mail**
20 **room visible?**
21 MS. BROWN: Object to form.
22 MR. MILLER: Object to form.
23 A. Yes.

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1 **Q. And because of the visibility of the**
2 **people working in the mail room, is that part of**
3 **why there are appearance or grooming standards**
4 **applicable to them?**
5 MR. MILLER: Object to form.
6 She can answer if she can.
7 A. They're a part of the security force.
8 **Q. That wasn't my question.**
9 **My question is: Because of their**
10 **visibility, is that why their appearance matters?**
11 MR. MILLER: Object to form.
12 MS. BROWN: Object to form.
13 MR. MILLER: She can answer.
14 MR. REDMOND: Same objection.
15 **Q. You can answer.**
16 A. My answer is going to be the same.
17 **Q. Is the security force visible?**
18 A. Yes.
19 **Q. Why do you care what the security force**
20 **looks like?**
21 MS. BROWN: Object to form.
22 MR. MILLER: Object to form.
23 A. Professional appearance.

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1 **Q. What happened after Ms. Key showed you the**
2 **photograph in her interview of how she could style**
3 **her dreads?**
4 A. She showed it to Gloria Robinson. I don't
5 know if she had actually seen it prior to me and
6 we were looking at it again. And I said, "Okay.
7 That's fine" and walked out because the
8 understanding was that's the way she would style
9 her hair when she returned to work.
10 **Q. Okay. You said an agreement was reached.**
11 **Were you a party to this agreement**
12 **concerning how Ms. Key would style her hair?**
13 A. Yes. I was in there when she agreed to do
14 it.
15 **Q. Tell me what you know of that agreement.**
16 A. It was a verbal agreement. She stated --
17 after I said "Yes, this is acceptable" and she
18 stated that's the way she would have her hair done
19 when she returned.
20 **Q. Okay. Was Ms. Key visibility pregnant in**
21 **her interview?**
22 A. I didn't look at her to say -- to notice
23 either way.



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1 MS. BROWN: Object to form.
2 **Q. You said "all the time"?**
3 A. Yes.
4 **Q. How about foreign officers?**
5 A. Yes.
6 **Q. Is it important, then, that the appearance**
7 **of people in the administration building promote**
8 **the most professional appearance possible?**
9 A. It's important regardless of where they're
10 posted.
11 **Q. But at least for people in the**
12 **administration building, it's anticipated that**
13 **they may cross the path of a VIP?**
14 MR. MILLER: Object to form.
15 A. Yes. But they could cross the path at
16 other locations as well because the VIPs will
17 visit throughout the facility depending on, I
18 guess, what their visit entails. But they just
19 all the time are not just in the administrative
20 building and don't go other places. They may take
21 a tour. Depending on who the VIP is, they may end
22 up at Gate 2 or even in the security building.
23 **Q. Where did Gloria Robinson keep an office?**

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1 A. In the security building.
2 **Q. Who made the decision that Ms. Key would**
3 **no longer be working on HMMA's property?**
4 A. I don't know who made the initial decision
5 with Dynamic. I know I echoed the decision in an
6 email -- well, also verbally to Gloria and sent an
7 email after.
8 **Q. When you say "echo," that implies**
9 **something that was said to you before. Tell me**
10 **what happened.**
11 A. So her second day of work, the decision
12 was made to reassign her, and I backed that up
13 because I just was not pleased with what was going
14 on with her at the time.
15 **Q. Who made the decision to reassign Ms. Key?**
16 A. I echoed the reassignment. I don't know
17 whether their intentions were going to be reassign
18 or terminate her. But the termination, that's on
19 them. But I asked also that she be removed from
20 site.
21 **Q. To whom did you ask that she be removed?**
22 A. I put it in an email. I also mentioned it
23 to Gloria Robinson.

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1 **Q. Which came first, the email or the verbal**
2 **communication to Gloria Robinson?**
3 A. So Gloria Robinson and I had a
4 conversation after -- at some point after Ms. Key
5 left the office, and it was followed up by an
6 email.
7 **Q. On Ms. Key's second day of work, August 1,**
8 **did Latunya Howell tell you that Ms. Key felt you**
9 **and Ms. Robinson were discriminating against her?**
10 A. Yes, she did make that statement.
11 **Q. Tell me about that.**
12 A. So I think, if I remember correctly,
13 Ms. Key had been in the office, and she went back
14 to the mail room. Latunya Howell called my desk
15 phone and told me that Ms. Key was asking her for
16 an HMMA handbook, asking where she could get an
17 HMMA handbook. She was talking about the -- I
18 guess the hair policy, the appearance policy. And
19 I guess at some point she mentioned she felt that
20 she was discriminated against.
21 **Q. After Ms. Howell told you that, what, if**
22 **anything, did you do?**
23 A. I told Ms. Howell that I was going to

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1 notify Gloria Robinson and Lieutenant Maurice
2 Chambliss, who was the first shift supervisor, to
3 have her brought over and let Gloria address it.
4 I mentioned it to Gloria, and I told her
5 that -- basically what Ms. Thomas said, that she
6 felt she was being discriminated against and she
7 needed to get ahead of it.
8 **Q. Do you know why Latunya Howell came to you**
9 **to tell you that Ms. Key was saying that she was**
10 **feeling she had been discriminated against?**
11 MS. BROWN: Object to the form.
12 MR. MILLER: Object to the form.
13 MR. REDMOND: Object to form.
14 A. I can't answer why she came to me, no.
15 **Q. When you called Gloria Robinson, did she**
16 **communicate in any way that she was already aware**
17 **of Ms. Key's complaint?**
18 A. No. Because Gloria was sitting in the
19 office at the time.
20 **Q. Do you know why Ms. Howell chose to come**
21 **to you over Gloria Robinson?**
22 A. I don't know.
23 **Q. There's a handwritten statement that's**



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1 been produced by HEA in this case from Latunya
2 Howell.
3 Do you know whose idea -- like, how did
4 that statement come to be? And I'll show it to
5 you. I'm not going to make it an exhibit, but
6 it's HEA 60.
7 MS. BROWN: Object to form.
8 A. Personally, I don't know how it came to
9 be.
10 Q. Do you know who asked Ms. Howell to write
11 that statement?
12 A. I don't know who asked her to write it.
13 Q. Do you know why that statement was
14 created?
15 A. To say with certainty why it was created,
16 I -- I don't know.
17 Q. How did that statement come to be in HEA's
18 possession? Because I'll represent to you this is
19 a document HEA gave to us in this lawsuit, and so
20 I'm trying to find out how did HEA come to have
21 it.
22 A. It was probably -- I -- it was probably
23 given -- a copy motive may have been given to me

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1 in a package. I don't know. I don't recall at
2 this point.
3 Q. Okay. When you say it was given to you in
4 a package, do you -- what sort of package would
5 you have received that contained that statement?
6 A. So if Gloria did a statement, if Chambliss
7 did a statement, which I don't know that they --
8 that he did, I would have received this.
9 Q. Okay.
10 MR. MILLER: Do you know, or are you
11 guessing?
12 THE WITNESS: I'm guessing. And I know I
13 shouldn't guess so -- I'm guessing.
14 Q. Okay. And look, "I don't know" and "I
15 don't recall" are perfectly acceptable answers. A
16 lot of times I'm asking questions to find out if
17 the answer exists. And if you don't know, that's
18 why we talk to other people.
19 A. Okay.
20 Q. So don't feel like you -- if you don't
21 know, don't feel like you've got to stretch to
22 give me that answer.
23 I'm just trying to figure out if this was

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1 something that like -- if HEA was responding and
2 saying "We're doing an investigation today" and
3 that's how this came out to be or if it was
4 something that Dynamic chose to do. If you know.
5 A. Okay. I didn't request it on HEA's part.
6 Q. Okay. The conversation that you mentioned
7 that you had with Gloria Robinson about where it
8 was determined that Ms. Key would need to be
9 reassigned, was that before or after Ms. Howell
10 let you know that Ms. Key had complained of
11 discrimination?
12 A. It was after.
13 Q. How long did that conversation with
14 Ms. Robinson last?
15 MR. REDMOND: Object to form.
16 A. I have no idea.
17 Q. Okay. Have you told me everything that
18 you remember about that conversation?
19 A. With Gloria?
20 Q. Yes.
21 A. I basically discussed with her all of the
22 issues that we had encountered since Ms. Key came
23 in on the 31st. Just revisited those issues.

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1 Q. All right. I'm going to show you what's
2 been previously marked as Plaintiff's Exhibit 41,
3 which is Dynamic 85 through 87.
4 MR. REDMOND: What number is that?
5 MS. LEONARD: It was 41.
6 MR. REDMOND: Okay.
7 A. Okay.
8 MR. MILLER: Take your time and look at
9 it.
10 Q. Have you seen this email chain before?
11 A. Yes.
12 Q. I want to look at the email on the first
13 page of the exhibit, which is on Bates number 85.
14 It appears to be an email from you to Gloria
15 Robinson dated Tuesday, August 1, 2017, 8:50 a.m.
16 Is this the email that you referenced
17 where you confirmed the conversation that you had
18 with her about reassigning Ms. Key?
19 MR. MILLER: Object to form.
20 MR. REDMOND: Same objection to form.
21 A. Yes.
22 Q. All right.
23 MS. BROWN: Object to form.



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1 Q. Who were you -- why were you sending this
2 email?

3 A. I was asked by someone to submit the
4 email.

5 Q. Do you remember who that was?

6 A. I don't know exactly.

7 Q. What was your intent in sending this email
8 to Gloria Robinson, Ray Cureton, and Chris
9 Hargrove?

10 A. When Gloria and I discussed Ms. Key and,
11 like I said, we echoed -- I echoed her decision to
12 remove her from the site, I was asked to send an
13 email to them, which is not something uncommon,
14 that I had done in the past.

15 Q. When did you first learn Ms. Key was
16 pregnant?

17 MR. MILLER: I'm going to object to
18 questions regarding pregnancy because that is not
19 a claim against HEA. And if you'll agree to let
20 me have a standing objections on those questions,
21 I won't continue to interrupt you.

22 MS. LEONARD: That's fine.

23 MR. MILLER: Okay.

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1 Q. (BY MS. LEONARD) When did you first learn
2 Ms. Key was pregnant?

3 A. I believe the day before the 31st.

4 Q. Okay. When you wrote in your email about
5 Ms. Key "I foresee an issue down the road with
6 this person," what issue did you foresee down the
7 road?

8 A. The compliance with her hair issue and
9 being able to be properly trained in the mail
10 room.

11 Q. What was the issue with training?

12 A. She was being difficult.

13 Q. What was she being difficult about? How
14 was she being difficult?

15 A. As reported to me, instead of cooperating,
16 trying to learn what is being taught her, she was
17 continuously questioning Ms. Howell about HMMA's
18 handbook, speaking of her hair, and then also
19 questioning her about why she had reported that --
20 she had mentioned that she was being discriminated
21 against.

22 Q. And what was the issue you foresaw down
23 the road with compliance with her hair?

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1 A. Well, she had not complained in the two or
2 three weeks that -- following her interview, she
3 did not comply -- was not in compliance when she
4 arrived to work on the 31st and, of course, she
5 was not in compliance on the 1st.

6 Q. Weren't you willing to look past that?

7 A. I was.

8 Q. What made you not -- what made you stop
9 being willing to look past that?

10 A. Because I felt she had no intentions of
11 changing her hair and also her -- just the way she
12 was behaving -- well, I was told she was behaving
13 in the mail room.

14 Q. Who told you how she was behaving?

15 A. Ms. Howell.

16 Q. And what did she say that -- what did
17 Ms. Howell tell you about the way she was behaving
18 in the mail room that made you unwilling to look
19 past?

20 A. That she was not cooperating, not
21 listening, not trying to listen or learn anything.
22 And Ms. Howell stated that she was not going to
23 train her.

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1 Q. Why did you say that you felt Ms. Key had
2 no intent on changing her hair? Did you ask her?

3 A. No, I didn't ask her. But she had had
4 every opportunity to change it.

5 Q. Do you know if she had an appointment that
6 she had set coming up to have her hair styled?

7 A. Do I personally know?

8 Q. Yeah.

9 A. No.

10 Q. When you said "Rather than let it fester,
11 I'm asking that she be moved to another site,"
12 what other site were your referring to?

13 A. I didn't have one in mind. I don't know
14 all of their sites.

15 Q. When we look at this, is your email
16 address CWilliams@HMMAUSA.com?

17 A. At the time it was.

18 Q. Is that still your email address?

19 A. There's some variations in it. It changed
20 maybe about a month ago or less.

21 Q. When we had Ms. Key's deposition, there
22 was an email that was taped up on the door that
23 looked like from you where you still using that



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1 email address.
2 What is your current email address?
3 A. Cassandra.Williams.CTR@HEA -- I'm sorry.
4 I'm sorry.
5 Q. That's okay.
6 A. Let's do this again because it's still new
7 to me.
8 Q. Take your time.
9 A. Cassandra.Williams.CTR.HEA@HMMAUSA.com.
10 Q. Why did your email address change?
11 A. It was changed --
12 MS. BROWN: Object to form.
13 A. I -- I don't know. I honestly don't know.
14 It was changed by HMMA. All contractors that have
15 an email address on site, their emails have
16 changed -- are being changed.
17 Q. But at least from 2010, when you started
18 working for HEA, through sometime in July or
19 August of 2022, your email address was
20 CWilliams@HMMAUSA.com?
21 MS. BROWN: Object to form.
22 A. Correct.
23 Q. And who issued you that email address?

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1 MS. BROWN: Object to form.
2 A. The IT department.
3 Q. And would that HMMA's IT department?
4 A. It's Hyundai AutoEver America IT
5 department.
6 Q. Okay. Were there any rules or guidelines
7 that applied to the way you could use that email
8 address?
9 MR. MILLER: Object to form.
10 A. Not that I'm aware. I don't know.
11 Q. Do you know why you did not have an HEA
12 email address but rather had an HMMAUSA.com email
13 address?
14 MS. BROWN: Object to form.
15 MR. MILLER: Object to form.
16 A. I was not -- so when HEA, which was Amco
17 at the time when they first started. I had an
18 HMMA email address. When I started working for
19 Amco, I was not assigned an H- -- or Amco email
20 address/HEA email address because I already had
21 one. When I say "had one," I meant I had an HMMA
22 email address.
23 Q. Who set up your signature for your

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1 HMMAUSA.com email address?
2 A. I did.
3 Q. If we look in that signature line, we see
4 the "Team Built, Team Strong" logo.
5 What does it say below that?
6 A. My signature?
7 Q. Yes, ma'am.
8 A. "Cassandra Williams, manager of security
9 services." Is that what you're referencing?
10 Q. Next to that we see a logo that says "Team
11 Built, Team Strong."
12 A. Yes, I put that in there.
13 Q. Okay.
14 A. I mean, it was their logo, and I put it
15 there.
16 Q. And that's an HMMA-used logo; correct?
17 A. It was at the time, team -- the team -- I
18 mean not -- in 2010 it was not. But I think at
19 some point I believe the "Team Built, Team Strong"
20 came about.
21 Q. But it says -- but the words below "Team
22 Built, Team Strong" says "Hyundai Motor
23 Manufacturing Alabama"?

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1 A. Next to it?
2 Q. Or below it.
3 MR. MILLER: If you can read it. It's
4 really small.
5 A. I can't read it. I don't know if I can
6 read it with a magnifying glass.
7 Q. Do you remember where you got the "Team
8 Built, Team Strong" logo?
9 A. I'm pretty sure I got it off another
10 email.
11 Q. Is that something you got from HMMA?
12 MS. BROWN: Object to form.
13 A. It would have been off an email -- an HMMA
14 email.
15 Q. Okay. Were there any guidelines or
16 instructions from HMMA as to what you could or
17 could not have in your signature line?
18 A. If there was, it wasn't shared with me.
19 Q. Okay. And in your signature line, we see
20 below your name, it says "Manager of security
21 services" and then it says "Hyundai Engineering
22 America, Inc.," and then below that "Hyundai Motor
23 Manufacturing Alabama LLC."



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1 **What do those words mean? Why are those**
2 **companies in your signature line?**
3 MS. BROWN: Object to form.
4 A. Well, of course, Hyundai Engineering
5 America, Inc., is my employer. Hyundai Motor
6 Manufacturing Alabama is where my assignment is.
7 **Q. Why would you put the Hyundai Motor**
8 **Manufacturing Alabama, LLC, in your signature**
9 **line?**
10 MS. BROWN: Object to form.
11 A. Because it's where my assignment is.
12 **Q. Did anyone tell you to put in there where**
13 **your assignment was?**
14 A. No. I chose to do it.
15 **Q. Did anyone tell you to use the "Team**
16 **Built, Team Strong" HMMA logo --**
17 A. No.
18 **Q. -- in your signature?**
19 A. That was my decision.
20 **Q. Did you have any concerns that using that**
21 **logo or identifying the place of your assignment**
22 **would give the appearance that you were working**
23 **for HMMA?**

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1 MS. BROWN: Object to the form.
2 MR. MILLER: Object to the form.
3 A. No. Because it clearly states under my
4 signature who my employer is.
5 **Q. Does it clarify that Hyundai Motor**
6 **Manufacturing Alabama, LLC, is not your employer?**
7 MS. BROWN: Object to form.
8 MR. MILLER: Object to form.
9 A. It doesn't.
10 **Q. How in reading that would somebody infer**
11 **that Hyundai Motor Manufacturing Alabama, LLC, was**
12 **not your employer?**
13 MS. BROWN: Object to the form.
14 MR. MILLER: Object to the form.
15 A. I can only answer to my thinking. I don't
16 know what anybody would think. But being that
17 Hyundai Engineering was the first name, I would
18 look at it as that's who the employer is.
19 **Q. Would you agree that the fact that your**
20 **email address is your name @HMMAUSA.com could**
21 **leave someone to believe that you work for HMMA?**
22 MS. BROWN: Object to the form.
23 MR. MILLER: Object to the form.

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1 A. I can't speak to someone's state of mind.
2 **Q. Would you agree that using the logo in**
3 **your signature line that says "Hyundai Motor**
4 **Manufacturing of Alabama" could leave the**
5 **impression that you worked for HMMA?**
6 MR. MILLER: Object to the form.
7 MS. BROWN: Object to the form.
8 A. I can't speak to their state of mind.
9 **Q. Has anyone instructed you that you should**
10 **remove the Hyundai logo -- or the HMMA logo or the**
11 **word "Hyundai Motor Manufacturing Alabama, LLC"**
12 **from your signature line?**
13 MS. BROWN: Object to form.
14 A. At that time or since?
15 **Q. Since.**
16 A. Yes. All contractors have been instructed
17 to remove it.
18 **Q. And where did that instruction come from?**
19 A. My instruction came from general affairs.
20 I don't know -- each department, whomever the
21 contractor supported, it would come from them.
22 But since I support general affairs, that's where
23 my instruction came.

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1 **Q. Do you know if the instruction to remove**
2 **those things from your signature line had anything**
3 **to do with this lawsuit?**
4 MS. BROWN: Object to form.
5 A. I don't know.
6 **Q. Okay. After you sent the email on**
7 **August 1, 2017, about Ms. Key saying that she is**
8 **absolutely not going to work out, what happened**
9 **next, if anything, as it relates to Ms. Key**
10 **performing work at HMMA?**
11 MS. BROWN: Object to the form.
12 MR. MILLER: Object to the form.
13 A. I was told by Gloria that she was being
14 sent to the office.
15 **Q. When you say "sent to the office," do you**
16 **mean the Dynamic office?**
17 A. Yes, Dynamic. Sorry.
18 **Q. That's okay. There are a lot of offices.**
19 **Just got to make -- see which one -- where people**
20 **are going.**
21 **Did Ms. Key perform any work at HMMA after**
22 **August 1, 2017?**
23 A. None that I'm aware of.



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1 agreement to provide security at Mobis?
2 A. No.
3 Q. Does HMMA have -- does HEA have a contract
4 or a service agreement to provide security
5 services at Glovis?
6 A. Which -- well, both Glovises, yes.
7 Q. Are the hair standards for Glovis the same
8 as they are at HMMA?
9 A. They are because we use the same manpower.
10 Q. Okay. Did Glovis have any input into
11 those hair standards?
12 A. No.
13 Q. In this email at the end Mr. Cureton
14 writes to Ms. Spires, "FYI, I also included a copy
15 of Ms. Key's original complaint where she makes a
16 formal complaint of discrimination against HMMA,
17 Ms. Williams, and Ms. Robinson."
18 Did anybody from Dynamic contact you in an
19 effort to investigate Ms. Key's original complaint
20 or formal complaint?
21 A. No.
22 Q. Are you aware of Dynamic doing anything to
23 investigate Ms. Key's complaint or formal

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1 complaint that she made against HMMA, you, and
2 Ms. Robinson?
3 A. I'm not aware.
4 Q. Under the terms of any agreement between
5 Dynamic and HEA, is that something Dynamic should
6 have reported?
7 MR. REDMOND: Object to form.
8 MR. MILLER: Object to form.
9 A. Should have reported to HEA?
10 Q. Yes, ma'am.
11 A. That they were following up on her
12 complaint?
13 Q. Correct. In other words, if Ms. Key is
14 making a complaint that you and an HEA employee
15 have done something that she felt was
16 discriminatory, is that something Dynamic should
17 have reported to HEA?
18 MR. MILLER: Object to form.
19 A. Since it involved me, I would say so.
20 Q. Did you hear from anybody at HEA who might
21 have been in a supervisory role over you that
22 Ms. Key had filed a formal complaint of
23 discrimination based on things you may have done?

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1 MR. MILLER: Object to form.
2 MR. REDMOND: Same objection.
3 A. So the complaint that I received from
4 Chris Whitehead I forwarded to my supervisor in
5 our California office.
6 Q. What complaint did you get from Chris
7 Whitehead?
8 A. The EEO- -- a copy of the EEOC.
9 MR. MILLER: The one against HMMA?
10 THE WITNESS: The one against HMMA, yes.
11
12 (Whereupon, Plaintiff's Exhibit 67 was
13 marked for identification and copy of
14 same is attached hereto.)
15
16 Q. I'm going to show you what I'm marking as
17 Exhibit 67, which is Dynamic Key 3280 to 3282.
18 MS. LEONARD: Matt, I'm giving you three.
19 If you can take one and pass the others down.
20 Q. Have you seen this email chain before?
21 A. Yes.
22 Q. And this appears to be an exchange between
23 you, Sherry Spires, and Malinda Williams; correct?

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1 A. Correct.
2 Q. Who is Malinda Williams?
3 A. Malinda Williams was the person that took
4 over Gloria Robinson's position.
5 Q. So she's somebody who worked for Dynamic
6 Security?
7 A. Yes.
8 Q. Do you know why she has an @HMMAUSA.com
9 email address?
10 MS. BROWN: Object to form.
11 A. She was a security person. She was
12 assigned that email address once she became a
13 supervisor, which she was a supervisor prior to
14 taking Gloria Robinson's position.
15 Q. Okay. If we look at the last page of this
16 email -- because, you know, email chains tend to
17 go backwards in chronological order, so we're
18 going to start with the earliest email. On
19 page 3282 we see an email from you to Tracy
20 Peoples and Sherry Spires.
21 Who is Tracy Peoples?
22 A. So Tracy was -- and I'm not sure what
23 his -- at this point what his position was. But



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1 **Q. And so when you talked about him reporting**
2 **to various HMMA offices, you were talking about**
3 **contractual reports he needed to give, early in**
4 **your deposition?**

5 A. Yes. Any information or whatever related
6 to the contracts that HEA manage.

7 **Q. To your knowledge does HMMA drug screen**
8 **Dynamic's employees?**

9 A. Dynamic drug screens their own employees.

10 **Q. Okay. You mentioned earlier that**
11 **Dynamic's employees would be subject to HMMA's**
12 **drug policies, and I wanted to clarify that HMMA**
13 **has no role in drug screening their employee.**

14 A. It depends. So for preemployment home has
15 no role in it. If there's an accident on site,
16 they are -- as with all other contractors, are
17 taken to the clinic and drug screened. That's a
18 part of the requirement.

19 **Q. Okay. The policies you identified as**
20 **applying to contractor employees, would you agree**
21 **that they're all ultimately part of safe property**
22 **management?**

23 MS. LEONARD: Object to form.

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1 A. All of the --

2 **Q. Those HMMA policies that apply to**
3 **contractors, that they're all ultimately safe**
4 **property management?**

5 MS. LEONARD: Object to form.

6 A. They are.

7 **Q. You testified that you expanded the hours**
8 **of operation of the mail room and that you**
9 **informed HMMA of that.**

10 **Did you do that because the expansion of**
11 **the hours of the mail room would result in**
12 **additional billing to HMMA?**

13 A. Additional billing?

14 **Q. Right.**

15 A. Oh, no. No.

16 **Q. Okay. It was just your decision to change**
17 **the mail room hours?**

18 A. Well, just based on feedback I was getting
19 from HMMA team members as related -- them trying
20 to send mail, send packages. And there were times
21 that HMMA's finance department was late getting
22 out payroll checks or the W-2s, and it would
23 require the mail room staff to stay past their

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1 normal hours. So just the various feedback, it
2 was just best that we modified it, yes.

3 **Q. You changed the hours?**

4 A. Yes.

5 MS. BROWN: All right. I don't have any
6 further questions.

7 MS. LEONARD: Do you have any, Matt?

8 MR. MILLER: I don't have any.

9 MS. LEONARD: I just have a few
10 follow-ups.

11

12 REEXAMINATION

13 BY MS. LEONARD:

14 **Q. In response to Mr. Redmond's question, you**
15 **mentioned that Ms. Robinson had expressed some**
16 **dissatisfaction with Ms. Key on July 31st.**

17 **Do you know when Gloria Robinson learned**
18 **that Ms. Key was pregnant?**

19 MS. BROWN: Object to form.

20 MR. REDMOND: Object to form.

21 MR. MILLER: Object to form.

22 A. She told me she learned on the 31st.

23 **Q. Okay. At the time that Ms. Robinson**

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1 **expressed to you on the 31st that she didn't think**
2 **Ms. Key would work out, do you know if at that**
3 **time Ms. Robinson knew Ms. Key was pregnant?**

4 MR. REDMOND: Object to form.

5 MR. MILLER: Object to the form.

6 MS. BROWN: Object to the form.

7 A. She did.

8 **Q. Did Ms. Robinson express any frustration**
9 **or anything that would lead you to conclude she**
10 **was upset that Ms. Key had not told her that she**
11 **was pregnant before she was hired?**

12 MS. BROWN: Object to the form.

13 MR. MILLER: Object to the form.

14 MR. REDMOND: Same objection.

15 A. Repeat.

16 **Q. Sure. Did Ms. Robinson express anything**
17 **to you that led you to conclude Ms. Robinson was**
18 **unhappy that Ms. Key had not disclosed her**
19 **pregnancy prior to being hired?**

20 MS. BROWN: Object to the form.

21 MR. MILLER: Object to the form.

22 MR. REDMOND: Same objection.

23 A. Just her concern is all.



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1 **Q. And what was her concern?**

2 A. That she wasn't told, and she was
3 concerned that -- whether she would be able to
4 lift packages and deliver the mail in her stated
5 condition.

6 **Q. Do you know if there have ever been**
7 **pregnant employees who worked in the mail room?**

8 A. Prior or since?

9 **Q. Prior to Ms. Key.**

10 A. Not in with the security. And I can't say
11 with 100 percent accuracy, but I -- so one of the
12 team members -- HMMA team members that was
13 assigned to the mail room -- I just can't remember
14 whether she was pregnant during that time or after
15 it got turned over to security.

16 **Q. Okay. Since Ms. Key, has there been**
17 **anybody that was pregnant that's worked in the**
18 **mail room?**

19 A. Yes.

20 **Q. And who employed them?**

21 A. IPSC for one young lady. And the current
22 person -- let me see. The current person is
23 employed with DSI, but I just -- I can't

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1 remember -- I believe she was with -- well, I know
2 for a fact she was IPSC when we learned she was
3 pregnant. And then the contract was awarded to
4 DSI, so, of course, she transferred over.

5 **Q. And that's actually a good point. I was**
6 **going to ask -- you know, Dynamic is -- no longer**
7 **holds the contract to provide security out there.**

8 **When the new company came in, did they**
9 **continue the employment of the people from Dynamic**
10 **who had been working out there? Like, did they**
11 **transfer over to the new company?**

12 A. "Transfer" wasn't a good word. Hired on.
13 Those that we wanted them to maintain, yes, and
14 those that wanted to stay.

15 **Q. And so I guess where I'm going is, you**
16 **know, if Ms. Key had not been removed from her**
17 **assignment and continued, when Dynamic stopped**
18 **being out at HMMA, would she have had the ability**
19 **to apply for continued employment with whoever got**
20 **the contract after Dynamic?**

21 MR. MILLER: Object to the form.

22 MS. BROWN: Object to the form.

23 MR. REDMOND: Same objection.

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1 A. If she chose to. If she chose to.

2 **Q. Were there any people that weren't carried**
3 **over that applied after Dynamic lost the contract?**

4 MS. BROWN: Object to form.

5 A. Yes. But I can't say who.

6 **Q. Okay. In response to Ms. Brown's question**
7 **about the declaration that you signed, which would**
8 **have been Plaintiff's Exhibit 69. It uses the**
9 **word "employed." In paragraph one it says, "I am**
10 **currently employed with Hyundai Engineering**
11 **America. I was also employed with Hyundai**
12 **Engineering America, Inc., in July and August of**
13 **2017." In paragraph two it reads, "I am not now**
14 **nor have I ever been employed by Hyundai Motor**
15 **Manufacturing Alabama, LLC."**

16 **What did you understand the word**
17 **"employed" to mean as it was used in those two**
18 **photographs?**

19 MS. BROWN: Object to form.

20 A. A direct employee for HMMA.

21 **Q. And what does that mean to be a direct**
22 **employee?**

23 MS. BROWN: Object to form.

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1 A. That I am their employee. They sign my
2 paycheck or pay me. I receive benefits.

3 MS. LEONARD: That is all that I have.

4 MR. REDMOND: I just have one or two.

5

6 REEXAMINATION

7 BY MR. REDMOND:

8 **Q. Can you recall anything more specific that**
9 **Ms. Robinson said about Ms. Key's pregnancy other**
10 **than generally that she was concerned about her**
11 **ability to do the lifting in the mail room?**

12 A. That's basically it.

13 MR. REDMOND: Okay. Thank you. That's
14 all I've got.

15 MS. LEONARD: Nothing further from me. We
16 are done.

17

18 (At which time, the deposition concluded
19 at approximately 12:51 p.m., Central.)

20

21

22

23



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C E R T I F I C A T E

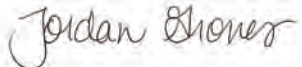
STATE OF ALABAMA
AT LARGE

I hereby certify that the above and foregoing deposition of Cassandra Williams was taken down by me in stenotype and the questions and answers thereto were transcribed by means of computer-aided transcription; transcribed by me or overseen by me, and that the foregoing represents a true and correct transcript of the testimony given by said witness upon said hearing.

I further certify that I am neither of counsel, nor of kin to the parties to the action, nor am I in anywise interested in the result of said cause.

I further certify that I am duly licensed by the Alabama Board of Court Reporting as a Certified Court Reporter as evidenced by the ACCR number following my name found below.

So certified on this date, September 20, 2023.



/s/ Jordan C. Groves, CCR
Jordan C. Groves, CCR
ACCR #642, Expires 9/30/2022
Commissioner for the State
Of Alabama at Large
My Commission Expires 3/19/2023



<p>1 IN THE UNITED STATES DISTRICT COURT FOR</p> <p>2 THE MIDDLE DISTRICT OF ALABAMA</p> <p>3 NORTHERN DIVISION</p> <p>4 2:19-CV-767-ECM-SMD</p> <p>5</p> <p>6 DAVITA KEY,</p> <p>7 Plaintiff,</p> <p>8 v.</p> <p>9 HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC,</p> <p>10 HYUNDAI ENGINEERING AMERICA, INC., DYNAMIC</p> <p>11 SECURITY, INC.,</p> <p>12 Defendants.</p> <p>13</p> <p>14</p> <p>15 DEPOSITION OF SHERRY SPIERS</p> <p>16 AUGUST 19, 2022</p> <p>17 3:00 p.m.</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22 COURT REPORTER:</p> <p>23 Lindsey Seals</p>	<p>1 grounds at the time of trial or at the time</p> <p>2 said deposition is offered in evidence, or</p> <p>3 prior thereto.</p> <p>4</p> <p>5 IT IS FURTHER STIPULATED AND AGREED</p> <p>6 that notice of filing of the deposition by the</p> <p>7 Commissioner is waived.</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p>
<p>1 STIPULATIONS</p> <p>2 IT IS STIPULATED AND AGREED by and</p> <p>3 between the parties through their respective</p> <p>4 counsel that the deposition of SHERRY SPIERS,</p> <p>5 may be taken before Lindsey Seals, Notary</p> <p>6 Public, State of Alabama at large, at the law</p> <p>7 offices of Palmer Law, LLC, Birmingham,</p> <p>8 Alabama, on August 19, 2022, commencing at</p> <p>9 approximately 3:00 p.m.</p> <p>10</p> <p>11 IT IS FURTHER STIPULATED AND AGREED that</p> <p>12 the signature to and the reading of the</p> <p>13 deposition by the witness is not waived, the</p> <p>14 deposition to have the same force and effect as</p> <p>15 if full compliance had been had with all laws</p> <p>16 and rules of Court relating to the taking of</p> <p>17 depositions.</p> <p>18</p> <p>19 IT IS FURTHER STIPULATED AND AGREED that</p> <p>20 it shall not be necessary for any objections to</p> <p>21 be made by counsel to any questions, except as</p> <p>22 to form or leading questions and that counsel</p> <p>23 for the parties may make objections and assign</p>	<p>1 INDEX</p> <p>2 EXAMINATION INDEX</p> <p>3 PAGE</p> <p>4 EXAMINATION OF SHERRY SPIERS</p> <p>5 BY MS. PALMER 8</p> <p>6 BY MS. BROWN 75</p> <p>7 BY MR. REDMOND 81</p> <p>8 FURTHER BY MS. PALMER 84</p> <p>9</p> <p>10 EXHIBIT INDEX</p> <p>11 PLAINTIFF'S PAGE</p> <p>12 Exhibit 26 11</p> <p>13 Exhibit 28 44</p> <p>14 Exhibit 33 49</p> <p>15 Exhibit 34 51</p> <p>16 Exhibit 35 52</p> <p>17 Exhibit 36 21</p> <p>18 Exhibit 37 56</p> <p>19 Exhibit 38 31</p> <p>20 Exhibit 39 23</p> <p>21 Exhibit 40 35</p> <p>22 Exhibit 41 41</p> <p>23 Exhibit 42 65</p>

<p>Page 5</p> <p>1 Exhibit 45 60</p> <p>2 Exhibit 46 64</p> <p>3 Exhibit 50 69</p> <p>4 Exhibit 51 72</p> <p>5 Exhibit 59 62</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p>	<p>Page 7</p> <p>1 APPEARING ON BEHALF OF HYUNDAI ENG AMERICA, INC:</p> <p>2</p> <p>3 T. Matthew Miller</p> <p>4 Attorney at Law</p> <p>5 Bradley, Arant, Boult, Cummings, LLP</p> <p>6 1819 Fifth Avenue North</p> <p>7 Birmingham, AL 35203</p> <p>8 E-mail: Mmiller@bradley.com</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p>
<p>Page 6</p> <p>1 A P P E A R A N C E S</p> <p>2</p> <p>3 APPEARING ON BEHALF OF THE PLAINTIFF:</p> <p>4 Leslie A. Palmer</p> <p>5 Attorney at Law</p> <p>6 Palmer Law, LLC</p> <p>7 104 23rd Street South, Suite 100</p> <p>8 Birmingham, AL 35233</p> <p>9 E-mail: Leslie@palmerlegalservices.com</p> <p>10</p> <p>11</p> <p>12</p> <p>13 APPEARING ON BEHALF OF THE PLAINTIFF:</p> <p>14 Heather Newsom Leonard</p> <p>15 Attorney at Law</p> <p>16 Heather Leonard, P.C.</p> <p>17 2105 Devereux Circle, Suite 111</p> <p>18 Birmingham, AL 35243</p> <p>19 E-mail: Heather@HeatherLeonardPC.com</p> <p>20</p> <p>21</p> <p>22</p> <p>23 APPEARING ON BEHALF OF DYNAMIC SECURITY, INC:</p> <p>24 Wesley C. Redmond</p> <p>25 Attorney at Law</p> <p>26 Ford, Harrison, LLC</p> <p>27 420 20th Street North, Suite 2560</p> <p>28 Birmingham, AL 35203</p> <p>29 E-mail: Wredmond@fordharrison.com</p> <p>30</p> <p>31</p> <p>32 APPEARING ON BEHALF OF HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC:</p> <p>33 Whitney R. Brown</p> <p>34 Attorney at Law</p> <p>35 Lehr, Middlebrooks, Vreeland</p> <p>36 & Thompson, PC</p> <p>37 PO Box 11945</p> <p>38 Birmingham, AL 35202</p> <p>39 E-mail: Wbrown@lehrmiddlebrooks.com</p> <p>40</p> <p>41</p> <p>42</p> <p>43</p>	<p>Page 8</p> <p>1 I, Lindsey Seals, a Notary Public for</p> <p>2 the State of Alabama at Large, acting as</p> <p>3 Commissioner, certify that on this date,</p> <p>4 pursuant to the Federal Rules of Civil</p> <p>5 Procedure, and the foregoing stipulation of</p> <p>6 counsel, there came before me at the law</p> <p>7 offices of Palmer Law, LLC, Birmingham,</p> <p>8 Alabama, commencing at approximately 3:00 p.m.</p> <p>9 on August 19, 2022, SHERRY SPIERS, witness in</p> <p>10 the above cause, for oral examination,</p> <p>11 whereupon the following proceedings were had:</p> <p>12 THE COURT REPORTER: Usual</p> <p>13 stipulations?</p> <p>14 MR. REDMOND: She would like to read</p> <p>15 and sign, yes.</p> <p>16 SHERRY SPIERS</p> <p>17 being first duly sworn, was examined</p> <p>18 and testified as follows:</p> <p>19 EXAMINATION</p> <p>20 BY MS. PALMER:</p> <p>21 Q. Ms. Spiers, could you please state</p> <p>22 and spell your name for the record?</p> <p>23 A. Sherry Spiers, S-H-E-R-R-Y,</p>

<p>Page 17</p> <p>1 make with regard to Davita Key?</p> <p>2 MS. BROWN: Object to the form.</p> <p>3 MR. REDMOND: Same objection.</p> <p>4 MR. MILLER: Object to the form.</p> <p>5 Q. You can answer.</p> <p>6 A. That's throwing me off. Rephrase the</p> <p>7 question.</p> <p>8 Q. So you said that you had</p> <p>9 communications with Ray to make sure that</p> <p>10 everything was handled appropriately.</p> <p>11 What determination did you make with</p> <p>12 regard to Ms. Key as to whether everything was</p> <p>13 handled appropriately?</p> <p>14 A. Her first complaint was that we had</p> <p>15 discriminated because of her hair. And I</p> <p>16 remember telling or communicating with Ray,</p> <p>17 probably via e-mail, that let's make sure that</p> <p>18 we're abiding by Hyundai's policy as well.</p> <p>19 Because different races, religions</p> <p>20 have different standards sometimes with the</p> <p>21 hair accessories, so it might be different from</p> <p>22 one job site to another. So I told him that</p> <p>23 let's make sure that her hair style was not in</p>	<p>Page 19</p> <p>1 MR. REDMOND: Object to form.</p> <p>2 MS. BROWN: Object to form.</p> <p>3 Q. Who employed with Dynamic Security</p> <p>4 would have received a copy of Exhibit 29?</p> <p>5 A. I don't know of anyone other than</p> <p>6 myself, Ray Cureton, Cassandra Williams, and</p> <p>7 Gloria Robinson.</p> <p>8 Q. And do you have any knowledge as to</p> <p>9 what Ray Cureton would have done to investigate</p> <p>10 the complaint?</p> <p>11 A. He would have communicated with me.</p> <p>12 Q. What direction did you give him with</p> <p>13 regard to the investigation?</p> <p>14 A. There was such a short time frame</p> <p>15 because she was only there a couple of days.</p> <p>16 And it was determined at the -- on the second</p> <p>17 day that they -- I guess it was the second day</p> <p>18 that they were going -- she was not going to</p> <p>19 work out at Hyundai and to remove her from the</p> <p>20 job site.</p> <p>21 Q. What's your understanding as to why</p> <p>22 she wasn't going to work out at Hyundai?</p> <p>23 MS. BROWN: Object to form.</p>
<p>Page 18</p> <p>1 line with what Hyundai's policy was.</p> <p>2 Q. Okay. And what did you do to make</p> <p>3 sure that Dynamic was following Hyundai's</p> <p>4 policy?</p> <p>5 A. What did I do --</p> <p>6 MS. BROWN: Object to the form.</p> <p>7 A. -- I'm not sure I did exactly</p> <p>8 anything because at some point during that time</p> <p>9 frame, there was an e-mail from Cassandra</p> <p>10 Williams and/or Gloria Robinson that said they</p> <p>11 wanted Ms. Key removed from that job site.</p> <p>12 Q. Okay. So did Dynamic then remove her</p> <p>13 in response to that e-mail?</p> <p>14 A. Yes.</p> <p>15 Q. Did you direct Ray Cureton, or did</p> <p>16 you personally request a copy of the Hyundai</p> <p>17 policy that Ms. Key was alleged to have</p> <p>18 violated?</p> <p>19 MS. BROWN: Object to form.</p> <p>20 MR. MILLER: Object to form.</p> <p>21 A. Not that I recall.</p> <p>22 Q. Who else would have been aware of</p> <p>23 Ms. Key's complaint contained in Exhibit 29?</p>	<p>Page 20</p> <p>1 A. Because she refused to follow their</p> <p>2 grooming policy.</p> <p>3 Q. Do you have any knowledge as to</p> <p>4 whether they were concerned about her</p> <p>5 pregnancy?</p> <p>6 MS. BROWN: Object to form.</p> <p>7 MR. MILLER: Object to form.</p> <p>8 A. I don't know. I know that she made</p> <p>9 it known that she was pregnant, but the action</p> <p>10 that was taken to remove her from her job site</p> <p>11 had nothing to do with her pregnancy.</p> <p>12 Q. How did the investigation into the</p> <p>13 complaint contained in Exhibit 29 conclude?</p> <p>14 A. We're still talking about this</p> <p>15 (indicating)?</p> <p>16 Q. Yes. Exhibit 29.</p> <p>17 A. It concluded that she was going to be</p> <p>18 removed from the job site.</p> <p>19 Q. And what did Dynamic Security do with</p> <p>20 Ms. Key after she was removed from the Hyundai</p> <p>21 job site?</p> <p>22 A. They offered her two other job sites.</p> <p>23 Q. I'm going to show you Exhibit 36.</p>

<p>Page 21</p> <p>1 (Whereupon, Plaintiff's Exhibit 36</p> <p>2 was marked for identification and</p> <p>3 copy of same is attached hereto.)</p> <p>4 Q. Do you recognize Exhibit 36?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. And what do you recognize that</p> <p>7 document to be?</p> <p>8 A. It is -- it's entitled employee</p> <p>9 disciplinary report, and it's signed by Ray</p> <p>10 Cureton. And under details, it has removal</p> <p>11 from HMMA site.</p> <p>12 Q. Okay. And is this the form that</p> <p>13 Dynamic Security would complete after requested</p> <p>14 to remove an employee from the Hyundai site?</p> <p>15 MS. BROWN: Object to form.</p> <p>16 MR. MILLER: Object to the form.</p> <p>17 A. It was put on a wrong form. This</p> <p>18 would not have been the correct form, but these</p> <p>19 are used for disciplinary actions.</p> <p>20 But what Ray did do was put removal</p> <p>21 from job site. That's not a disciplinary</p> <p>22 action, so he actually did not use the correct</p> <p>23 form.</p>	<p>Page 23</p> <p>1 of that document when you would have received</p> <p>2 that?</p> <p>3 A. I don't know. I don't know if he</p> <p>4 would have sent it on August 1 or if he would</p> <p>5 have sent it later when I might have requested</p> <p>6 it.</p> <p>7 Q. Okay. And it says, "Forwarded for</p> <p>8 resolution." Who would have decided the</p> <p>9 resolution?</p> <p>10 A. In some cases I decide resolutions,</p> <p>11 but in this case, it had already been resolved.</p> <p>12 Q. I'm going to show you Exhibit 39.</p> <p>13 (Whereupon, Plaintiff's Exhibit 39</p> <p>14 was marked for identification and</p> <p>15 copy of same is attached hereto.)</p> <p>16 Q. And I know that's really small print.</p> <p>17 I'm sorry. All right, 39 is, on the reference,</p> <p>18 what we call Bates labels.</p> <p>19 If you'll look on the bottom corner,</p> <p>20 you'll see it says Dynamic dash Key and then a</p> <p>21 series of numbers. That's so we can identify</p> <p>22 the document for the record since sometimes</p> <p>23 they go more than one page.</p>
<p>Page 22</p> <p>1 Q. What would the correct form have</p> <p>2 looked like?</p> <p>3 A. I don't think we have an actual form,</p> <p>4 removal from job site. It would have just been</p> <p>5 done in a standard memo to file probably.</p> <p>6 Q. Does that removal happen a lot? Does</p> <p>7 Dynamic often remove employees from job sites?</p> <p>8 MR. REDMOND: Object to form.</p> <p>9 A. I'm sure we do, but I don't know. I</p> <p>10 can't pull any that I know for a fact that we</p> <p>11 do.</p> <p>12 Q. Can you recall any other employees</p> <p>13 that were removed specifically from the Hyundai</p> <p>14 job site?</p> <p>15 MS. BROWN: Object to the form.</p> <p>16 A. I don't remember any.</p> <p>17 Q. Exhibit 36 says on the bottom,</p> <p>18 "Forwarded to HR;" do you see that?</p> <p>19 A. Okay. We're still looking at this?</p> <p>20 Q. Yes. Is that you? Forwarded to HR,</p> <p>21 would you be considered HR?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. And is the date on the bottom</p>	<p>Page 24</p> <p>1 So this document, which is Exhibit</p> <p>2 Number 39, is Bates labeled 78, 79, 80 and 81.</p> <p>3 Do you recognize this document?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And what do you recognize it</p> <p>6 to be?</p> <p>7 A. It's the e-mail that originated from</p> <p>8 Gloria Robinson, who was the account manager.</p> <p>9 Dynamic Security's account manager at Hyundai.</p> <p>10 It was sent to Chris Hargrove with Dynamic, Ray</p> <p>11 Cureton with Dynamic, and Cassandra Williams</p> <p>12 with Hyundai.</p> <p>13 Q. Okay. And do you see there -- look</p> <p>14 for me in the text of this e-mail on the</p> <p>15 bottom. Let's look at the second paragraph.</p> <p>16 And, like, a sentence in it says, "I take issue</p> <p>17 with her working in the mail room"; do you see</p> <p>18 that?</p> <p>19 A. Yes.</p> <p>20 Q. If you'll read for me that -- just</p> <p>21 read it to yourself, the sentence before that</p> <p>22 and then that sentence, and let me know when</p> <p>23 you've completed it.</p>

<p style="text-align: right;">Page 25</p> <p>1 A. Okay.</p> <p>2 Q. What issue would there be with</p> <p>3 Ms. Williams working in the -- or Ms. Key</p> <p>4 working in the mail room?</p> <p>5 MR. REDMOND: Object to form.</p> <p>6 A. It appears she was concerned because</p> <p>7 Ms. Key had made it known that she was</p> <p>8 pregnant, and they were not allowing lifting</p> <p>9 more than 50 pounds. Oh, and -- yeah. And</p> <p>10 then the next sentence, Ms. Key had provided</p> <p>11 the doctor's note, which is attached to this</p> <p>12 e-mail, that she could return to work with no</p> <p>13 restrictions.</p> <p>14 Q. So if she could return without</p> <p>15 restrictions, what would the concern be about</p> <p>16 her working in the mail room?</p> <p>17 MR. REDMOND: Same objection.</p> <p>18 MS. BROWN: Object to the form.</p> <p>19 MR. MILLER: Object to the form.</p> <p>20 A. Well, I can't speak for Gloria</p> <p>21 Robinson, but, you know, with me, you've got</p> <p>22 return to -- did the doctor sign this work</p> <p>23 limitations with no restrictions, was the</p>	<p style="text-align: right;">Page 27</p> <p>1 MR. MILLER: Object to form.</p> <p>2 MS. BROWN: Object to form.</p> <p>3 MR. REDMOND: Object to form.</p> <p>4 A. I would not have known anything about</p> <p>5 it until I saw this e-mail.</p> <p>6 Q. Okay. And -- but this e-mail was</p> <p>7 sent to Dynamic Security employees from a</p> <p>8 Dynamic Security employee; correct?</p> <p>9 A. Yes. But I was not copied on this</p> <p>10 particular e-mail.</p> <p>11 Q. How did you get a copy of this</p> <p>12 e-mail?</p> <p>13 A. I don't remember. It would have been</p> <p>14 e-mailed to me at some point.</p> <p>15 Q. Okay. So up at the top of this --</p> <p>16 kind of going in reverse since that's how</p> <p>17 e-mails work sometimes -- from Tracey Peoples</p> <p>18 to Chris Hargrove and with a copy to you; do</p> <p>19 you see that?</p> <p>20 A. Yes. Okay.</p> <p>21 Q. Okay.</p> <p>22 A. But that's when I got it.</p> <p>23 Q. So who is Tracey Peoples at this</p>
<p style="text-align: right;">Page 26</p> <p>1 doctor -- did he or she know what her job</p> <p>2 duties were going to be? Which might have</p> <p>3 involved heavy lifting.</p> <p>4 Q. Did you ask Ms. Key what her job duty</p> <p>5 -- if she had explained to her doctors what her</p> <p>6 job duties may be?</p> <p>7 A. I don't think I ever had a</p> <p>8 conversation with Ms. Key.</p> <p>9 Q. Do you know if Gloria asked her?</p> <p>10 A. I don't know.</p> <p>11 Q. Did you instruct Ray to ask her if</p> <p>12 she had told her doctor?</p> <p>13 A. I don't remember.</p> <p>14 Q. If you'll look for me, the last</p> <p>15 paragraph on that page. The last sentence or</p> <p>16 the second to the last sentence where it says,</p> <p>17 "She was also given the option to wear a hat";</p> <p>18 do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. So, do you understand that Gloria</p> <p>21 Robinson, in her capacity as the project</p> <p>22 manager at Hyundai, was telling Davita Key that</p> <p>23 she could wear a hat to the site?</p>	<p style="text-align: right;">Page 28</p> <p>1 time?</p> <p>2 A. In 2017 -- I don't remember without</p> <p>3 looking back at records. Tracey Peoples was</p> <p>4 our regional manager in Atlanta.</p> <p>5 And then at some point, he</p> <p>6 transferred to the corporate office as our</p> <p>7 vice-president of operations. So, I'm not sure</p> <p>8 when Tracey moved. I don't know.</p> <p>9 Q. Okay. I think we can clear that up.</p> <p>10 If you'll look under his signature right there</p> <p>11 for me. If you'll look under his signature</p> <p>12 right there for me that's located on --</p> <p>13 A. Okay. There you go. He had already</p> <p>14 moved.</p> <p>15 Q. So he was the vice-president of</p> <p>16 operations?</p> <p>17 A. Yes.</p> <p>18 Q. What does the vice-president of</p> <p>19 operations do?</p> <p>20 A. He oversees all the operations of the</p> <p>21 company.</p> <p>22 Q. Who would he report to in that</p> <p>23 position?</p>

<p>Page 29</p> <p>1 A. Scott Riddle.</p> <p>2 Q. And who would be under him in that</p> <p>3 position?</p> <p>4 MR. REDMOND: Him, being Tracey</p> <p>5 Peoples, not Scott Riddle?</p> <p>6 MS. PALMER: Yes, yes.</p> <p>7 MR. REDMOND: Okay.</p> <p>8 MS. PALMER: Him being Tracey</p> <p>9 Peoples. Thank you.</p> <p>10 A. All the regional managers and</p> <p>11 district managers.</p> <p>12 Q. Okay. What would Tracey Peoples'</p> <p>13 relationship as vice-president of operations be</p> <p>14 to human resources?</p> <p>15 A. A coworker.</p> <p>16 Q. If we were looking at like a</p> <p>17 reporting structure, to say Tracey reports to</p> <p>18 Scott, would human resources be beside Tracey</p> <p>19 or under Tracey or above Tracey?</p> <p>20 A. I would be below.</p> <p>21 Q. Below Tracey. Would human resources</p> <p>22 report to Tracey?</p> <p>23 A. No.</p>	<p>Page 31</p> <p>1 Q. Did you reach out to Tracey or reach</p> <p>2 out to Chris Hargrove about any concerns you</p> <p>3 may have?</p> <p>4 MR. REDMOND: Object to the form.</p> <p>5 A. I don't remember. If I did, it would</p> <p>6 have been via e-mail.</p> <p>7 Q. Look at Exhibit 38.</p> <p>8 (Whereupon, Plaintiff's Exhibit 38</p> <p>9 was marked for identification and</p> <p>10 copy of same is attached hereto.)</p> <p>11 Q. And we have pages -- Dynamic-Key 73</p> <p>12 through 77. Do you recognize this document?</p> <p>13 A. Yes.</p> <p>14 Q. And are you identified as a recipient</p> <p>15 of these e-mails --</p> <p>16 A. Yes.</p> <p>17 Q. -- in exhibit 38?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. Let's go down to the bottom of</p> <p>20 -- let's go to page 74, so the next page. Is</p> <p>21 that your signature at the bottom of that</p> <p>22 e-mail?</p> <p>23 A. Yes.</p>
<p>Page 30</p> <p>1 Q. Okay. Who would human resources</p> <p>2 report to?</p> <p>3 A. Our chief financial officer.</p> <p>4 Q. What role would Tracey, as the</p> <p>5 vice-president of operations, have over HR</p> <p>6 functions -- any HR functions?</p> <p>7 A. Depending what the issue is, we would</p> <p>8 be dealing with -- although I don't report</p> <p>9 directly to Tracey, I may have interactions</p> <p>10 with him, depending on what the issue is at</p> <p>11 hand.</p> <p>12 Q. Would Tracey have any authority to</p> <p>13 make an HR decision?</p> <p>14 MS. BROWN: Object to form.</p> <p>15 A. Yes.</p> <p>16 Q. And then this e-mail from Tracey to</p> <p>17 Chris Hargrove with a copy to you, that is a</p> <p>18 Dynamic Security e-mail; right?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. Did you have any concerns when</p> <p>21 you saw this e-mail originally?</p> <p>22 A. I'm sure I did just due to the</p> <p>23 circumstances.</p>	<p>Page 32</p> <p>1 Q. Okay. So if you'll go back up to the</p> <p>2 page before it. Did you send this -- the</p> <p>3 original e-mail?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And who did you send it to?</p> <p>6 A. Ray Cureton, Gloria Robinson, and I</p> <p>7 copied Tracey Peoples and Chris Hargrove.</p> <p>8 Q. Okay. And what were you referencing</p> <p>9 in this e-mail?</p> <p>10 A. I was referencing Davita Key's</p> <p>11 complaint.</p> <p>12 Q. Okay. And it says, "Let's make sure</p> <p>13 there's a clear written policy from HMMA"; do</p> <p>14 you see that?</p> <p>15 A. Yes.</p> <p>16 Q. What did you do to make sure there</p> <p>17 was a clear written policy from HMMA?</p> <p>18 A. I don't remember. Unless it's in</p> <p>19 e-mails what came after I said that. That</p> <p>20 let's make sure there is a policy. Well -- but</p> <p>21 then -- okay. Here's the -- here's the answer.</p> <p>22 Q. Okay. So you're pointing to the text</p> <p>23 at the top of Exhibit 38. Aside from seeing</p>

<p>Page 33</p> <p>1 this text, did you do anything to make sure</p> <p>2 there was a clear written policy? Did you</p> <p>3 request a hard copy or a photograph of a</p> <p>4 policy?</p> <p>5 A. No.</p> <p>6 Q. At the bottom of that page and</p> <p>7 running into the next page, you're talking</p> <p>8 about, "If this move takes place, make sure she</p> <p>9 understands it's because of her unwillingness</p> <p>10 to abide by that written policy," all caps,</p> <p>11 "not because she is pregnant"; do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. Why is it important to make sure that</p> <p>14 she knew that it wasn't because she was</p> <p>15 pregnant?</p> <p>16 A. Because at that point, she had</p> <p>17 already disclosed the fact that she was</p> <p>18 pregnant, and we do not discriminate against</p> <p>19 women who are pregnant.</p> <p>20 And I did not want her to think</p> <p>21 that's why she's being removed from that job</p> <p>22 site. It's clearly because she -- of her</p> <p>23 unwillingness to abide by the grooming policy.</p>	<p>Page 35</p> <p>1 Q. What do you do -- what does Dynamic</p> <p>2 do -- let me rephrase it that way. What does</p> <p>3 Dynamic do to ensure that it's employees do not</p> <p>4 discriminate?</p> <p>5 A. They should receive training.</p> <p>6 Q. What type of training?</p> <p>7 A. I'm not sure what type of training</p> <p>8 each individual manager gets, but that -- I'm</p> <p>9 assuming.</p> <p>10 Q. If -- if an employee -- if you</p> <p>11 received an e-mail that raised some concerns,</p> <p>12 what would you do to ensure that the sender</p> <p>13 knew you had concerns about that e-mail?</p> <p>14 MR. MILLER: Object to the form.</p> <p>15 MS. BROWN: Object to the form.</p> <p>16 MR. REDMOND: Object to the form.</p> <p>17 A. I don't understand your question.</p> <p>18 Q. Okay. We'll get to that. Well, let</p> <p>19 me just go ahead and show you Exhibit 40.</p> <p>20 (Whereupon, Plaintiff's Exhibit 40</p> <p>21 was marked for identification and</p> <p>22 copy of same is attached hereto.)</p> <p>23 Q. Do you recognize that document?</p>
<p>Page 34</p> <p>1 Q. So would transferring or removing an</p> <p>2 employee from a job site, could that be</p> <p>3 considered pregnancy discrimination, if you --</p> <p>4 if they were pregnant?</p> <p>5 MR. MILLER: Object to the form.</p> <p>6 MS. BROWN: Object to the form.</p> <p>7 MR. REDMOND: Object to the form.</p> <p>8 A. We would not do that based on a</p> <p>9 pregnancy, unless it had to do with job</p> <p>10 restrictions from her doctor. And I'm saying,</p> <p>11 "if."</p> <p>12 Q. Was there any evidence here that</p> <p>13 Ms. Key had any job restrictions?</p> <p>14 A. Yes.</p> <p>15 THE WITNESS: Was it the one before?</p> <p>16 A. According to her doctor, she had no</p> <p>17 job restrictions.</p> <p>18 Q. You said that Dynamic does not</p> <p>19 discriminate. How do you know Dynamic does not</p> <p>20 discriminate?</p> <p>21 A. I know our practices. We do not. If</p> <p>22 there's any cases out there, I'm not aware of</p> <p>23 it.</p>	<p>Page 36</p> <p>1 A. Yes.</p> <p>2 Q. Okay. And this is an e-mail from Ray</p> <p>3 Curaton to you; correct?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. So at the -- one of his last</p> <p>6 sentences there, he says, talking about</p> <p>7 reassigning her, "But I don't think that is</p> <p>8 advisable at this time. Especially if she is</p> <p>9 to carry through with her stated, quote,</p> <p>10 official complaint, end quote, of</p> <p>11 discrimination against Hyundai, Ms. Williams</p> <p>12 and Ms. Robinson"; do you see that?</p> <p>13 A. I do.</p> <p>14 Q. Okay. So does that statement by</p> <p>15 Mr. Cureton that he doesn't think it's</p> <p>16 advisable to reassign her raise any issue with</p> <p>17 you?</p> <p>18 A. That was his opinion.</p> <p>19 Q. Okay. What action did you take in</p> <p>20 response to this e-mail?</p> <p>21 A. To offer her another job site.</p> <p>22 Q. You told him to offer her another job</p> <p>23 site?</p>

<p>Page 37</p> <p>1 A. Yes.</p> <p>2 Q. Okay. What did you do to ensure that</p> <p>3 he did that?</p> <p>4 A. It's in an e-mail from me to him</p> <p>5 to let's make sure we offer her another job</p> <p>6 site.</p> <p>7 Q. Okay. Did you instruct him that it</p> <p>8 was discriminatory to not place her at another</p> <p>9 job site?</p> <p>10 MR. MILLER: Object to the form.</p> <p>11 A. I don't think I would have used those</p> <p>12 words. I would have just put in the e-mail,</p> <p>13 let's make sure we offer her other job sites.</p> <p>14 Q. Do you, in your functions as human</p> <p>15 resources, see not placing Ms. Key because</p> <p>16 she's made a complaint as discriminatory</p> <p>17 conduct?</p> <p>18 MR. REDMOND: Object to the form.</p> <p>19 MS. BROWN: Object to the form.</p> <p>20 MR. MILLER: Object to the form.</p> <p>21 A. I'm not understanding the question,</p> <p>22 because we did offer her. So we didn't</p> <p>23 discriminate against her and not offer her any</p>	<p>Page 39</p> <p>1 A. I don't remember.</p> <p>2 Q. Is there any document that you can</p> <p>3 think of that would refresh your memory as to</p> <p>4 whether Mr. Cureton was advised that his</p> <p>5 conduct may be discriminatory?</p> <p>6 A. I don't remember.</p> <p>7 Q. How do you know that the training</p> <p>8 that you referenced earlier is effective with</p> <p>9 Dynamic employees?</p> <p>10 A. I don't have anything documented to</p> <p>11 show the -- to rate the effectiveness of it.</p> <p>12 Q. What type of information would you</p> <p>13 look for -- if you were trying to determine if</p> <p>14 your policies were effective, what would you</p> <p>15 consider?</p> <p>16 A. I don't actively look for anything.</p> <p>17 MS. PALMER: Did I give you Number 39</p> <p>18 already?</p> <p>19 MR. REDMOND: Yeah, I've got marked</p> <p>20 Number 39.</p> <p>21 MS. PALMER: And 38. Did I give you</p> <p>22 38? Let me see that one.</p> <p>23 Q. Okay. This is Exhibit 38 again. If</p>
<p>Page 38</p> <p>1 job sites. We did.</p> <p>2 Q. Okay. But just looking to</p> <p>3 Mr. Cureton's statement here that he doesn't</p> <p>4 think it's advisable to place her especially if</p> <p>5 she's going to carry through with the stated</p> <p>6 official complaint. Do you see that as</p> <p>7 discriminatory?</p> <p>8 MR. MILLER: Object to form.</p> <p>9 MS. BROWN: Object to form.</p> <p>10 MR. REDMOND: Same object to form.</p> <p>11 A. Well, discriminatory, I would say,</p> <p>12 yes, just because she has made -- she has made</p> <p>13 a complaint. But that's about -- which was</p> <p>14 about her hair and her pregnancy.</p> <p>15 Q. Did you instruct Mr. Cureton that</p> <p>16 that statement was discriminatory?</p> <p>17 A. I don't remember.</p> <p>18 MR. REDMOND: Object to the form.</p> <p>19 MR. MILLER: Object to the form.</p> <p>20 Q. Did -- are you aware of whether Mr.</p> <p>21 Cureton received any sort of refresher training</p> <p>22 or comment about his statement that it wasn't</p> <p>23 advisable to place her?</p>	<p>Page 40</p> <p>1 you'll look for me on page Bates labeled 76.</p> <p>2 Do you see there your note to Gloria?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And it says, "Keep in mind, a</p> <p>5 prospective employee does not have to disclose</p> <p>6 medical conditions, such as pregnancy"; do you</p> <p>7 see that?</p> <p>8 A. Yes.</p> <p>9 Q. Other than making this comment to</p> <p>10 Gloria, did you do anything to ensure that</p> <p>11 Gloria had any sort of refresher training</p> <p>12 related to requesting medical condition?</p> <p>13 A. I don't remember.</p> <p>14 Q. Are you aware of any documents in</p> <p>15 existence with Dynamic Security that would help</p> <p>16 you remember?</p> <p>17 A. Not -- not right now.</p> <p>18 MR. REDMOND: Do you need some water?</p> <p>19 THE WITNESS: Water would be great.</p> <p>20 Q. I'm going to show you Exhibit --</p> <p>21 wait. Let's go back. Let's go back to Number</p> <p>22 40, which I've already given you. If you can</p> <p>23 find Number 40 for me.</p>

<p>Page 77</p> <p>1 THE WITNESS: Oh. Is it here?</p> <p>2 MS. PALMER: It should be somewhere</p> <p>3 in this stack.</p> <p>4 THE WITNESS: 38.</p> <p>5 MR REDMOND: Which one is it,</p> <p>6 Whitney?</p> <p>7 MS. BROWN: It's Plaintiff's Exhibit</p> <p>8 Number 38.</p> <p>9 MR. REDMOND: I know. But do you</p> <p>10 know what it is? It might help with --</p> <p>11 MS. BROWN: Sorry. The Bates numbers</p> <p>12 are 73 --</p> <p>13 MR. REDMOND: Yeah. But do you --</p> <p>14 MS. BROWN: It's an e-mail.</p> <p>15 MR. REDMOND: Okay.</p> <p>16 THE WITNESS: I can actually see the</p> <p>17 exhibit numbers better than the --</p> <p>18 MR. REDMOND: Okay. I was going to</p> <p>19 say, if you knew what it was --</p> <p>20 THE WITNESS: Because they're in</p> <p>21 those pretty little boxes.</p> <p>22 MS. BROWN: Sorry. Yeah. It's the</p> <p>23 one with the -- Gloria Robinson typed down some</p>	<p>Page 79</p> <p>1 this is an excerpt from something that's posted</p> <p>2 on a bulletin board; correct?</p> <p>3 A. Correct.</p> <p>4 Q. And so sitting here today as</p> <p>5 Dynamic's representative, you have no idea who</p> <p>6 posted that policy; correct?</p> <p>7 A. Correct.</p> <p>8 Q. Do you know of anyone, other than</p> <p>9 Cassandra Williams, who requested that Ms. Key</p> <p>10 not return to the Hyundai facility?</p> <p>11 MR. MILLER: Object to the form.</p> <p>12 A. I know of no one else other than</p> <p>13 Cassandra.</p> <p>14 Q. Have you ever personally seen any</p> <p>15 policy regarding hair style that is clearly</p> <p>16 coming from Hyundai Motor Manufacturing</p> <p>17 Alabama?</p> <p>18 A. No.</p> <p>19 Q. Do you have any role in preparing</p> <p>20 bids or contracts?</p> <p>21 A. No.</p> <p>22 Q. With DSI?</p> <p>23 A. No.</p>
<p>Page 78</p> <p>1 policy concerns.</p> <p>2 MR. REDMOND: Gotcha.</p> <p>3 THE WITNESS: Here we go. I have it.</p> <p>4 MS. BROWN: Okay. Thank you.</p> <p>5 Q. And in Exhibit 38, in your e-mail at</p> <p>6 the bottom of Page 73, you write, "Let's make</p> <p>7 sure there is a clear written policy from HMMA</p> <p>8 dot, dot, dot."</p> <p>9 At the time you wrote that e-mail,</p> <p>10 were you aware of the existence of Hyundai ENG</p> <p>11 America?</p> <p>12 A. No. I would've just used HMMA just</p> <p>13 because someone else -- I saw someone else</p> <p>14 using the acronym for it rather than typing out</p> <p>15 Hyundai. That's the only reason I would have</p> <p>16 used that.</p> <p>17 Q. And then with respect to the policy</p> <p>18 that Ms. Robinson writes or rewrites or types</p> <p>19 in response to your e-mail, Ms. Robinson never</p> <p>20 expressly says that this is HMMA's policy, does</p> <p>21 she?</p> <p>22 A. No. I don't see it on this e-mail.</p> <p>23 Q. And, in fact, she describes it as</p>	<p>Page 80</p> <p>1 Q. Do you have any role in collecting</p> <p>2 invoices for DSI seeking payment from your</p> <p>3 clients?</p> <p>4 A. No.</p> <p>5 Q. Do you have any basis to say that</p> <p>6 HMMA is a client of Dynamic?</p> <p>7 A. Repeat --</p> <p>8 Q. Sorry. Do you have any basis -- is</p> <p>9 there any document evidence that would support</p> <p>10 any conclusion that HMMA is a direct client of</p> <p>11 Dynamic Security?</p> <p>12 A. I'm unsure how to answer that</p> <p>13 because --</p> <p>14 Q. It's outside your scope?</p> <p>15 A. -- the difference. Yes. And the</p> <p>16 difference in the two companies --</p> <p>17 Q. Is unknown to you?</p> <p>18 A. -- with me -- right. It was just</p> <p>19 Hyundai. I -- it never occurred to me that</p> <p>20 there were two different entities.</p> <p>21 Q. So as far as your knowledge goes,</p> <p>22 Hyundai Engineering or Hyundai ENG America</p> <p>23 might be Dynamic's client --</p>

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<p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>2 FOR THE MIDDLE DISTRICT OF ALABAMA</p> <p>3 NORTHERN DIVISION</p> <p>4</p> <p>5 CASE NUMBER: 2:19-CV-767-ECM</p> <p>6</p> <p>7 DAVITA M. KEY,</p> <p>8 Plaintiff,</p> <p>9 v.</p> <p>10 HYUNDAI MOTOR MANUFACTURING, ALABAMA, LLC;</p> <p>11 HYUNDAI ENG, AMERICA, INC.; and DYNAMIC</p> <p>12 SECURITY, INC.,</p> <p>13 Defendants.</p> <p>14</p> <p>15 DEPOSITION OF</p> <p>16 DAVITA M. KEY</p> <p>17 June 20, 2022</p> <p>18 9:27 a.m.</p> <p>19</p> <p>20 The deposition of DAVITA M. KEY was</p> <p>21 taken before Sabrina Lewis, CCR, RDR, CRR, on</p> <p>22 June 20, 2022, by the defendants, commencing at</p> <p>23 approximately 9:27 a.m., at Hyundai Motor</p> <p>24 Manufacturing, Montgomery, Alabama, pursuant to</p> <p>25 the stipulations set forth herein.</p>	<p>1 IT IS FURTHER STIPULATED AND AGREED</p> <p>2 that notice of filing of the deposition by the</p> <p>3 Commissioner is waived.</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
Page 2	Page 4
<p>1 S T I P U L A T I O N S</p> <p>2</p> <p>3 IT IS STIPULATED AND AGREED by and</p> <p>4 between the parties through their respective</p> <p>5 counsel that the deposition of DAVITA M. KEY may</p> <p>6 be taken before Sabrina Lewis, Certified Court</p> <p>7 Reporter, Notary Public, State of Alabama at</p> <p>8 Large, at the law offices of Hyundai Motor</p> <p>9 Manufacturing, Montgomery, Alabama, on June 20,</p> <p>10 2022, at 9:27 a.m.</p> <p>11 IT IS FURTHER STIPULATED AND AGREED</p> <p>12 that the signature to and reading of the</p> <p>13 deposition by the witness is not waived, the</p> <p>14 deposition to have the same force and effect as</p> <p>15 if full compliance had been had with all laws</p> <p>16 and rules of court relating to the taking of</p> <p>17 depositions.</p> <p>18 IT IS FURTHER STIPULATED AND AGREED</p> <p>19 that it shall not be necessary for any</p> <p>20 objections to be made by counsel to any</p> <p>21 questions, except as to form or leading</p> <p>22 questions, and that counsel for the parties may</p> <p>23 make objections and assign grounds at the time</p> <p>24 of trial, or at the time said deposition is</p> <p>25 offered in evidence, or prior thereto.</p>	<p>1 A P P E A R A N C E S</p> <p>2</p> <p>3 APPEARING ON BEHALF OF THE PLAINTIFF:</p> <p>4 Leslie Ann Palmer, Esq.</p> <p>5 Palmer Law, LLC</p> <p>6 104 23rd Street South, Suite 100</p> <p>7 Birmingham, Alabama 35233</p> <p>8 205-285-3050</p> <p>9 leslie@palmerlegalservices.com</p> <p>10</p> <p>11 Heather Newsom Leonard, Esq.</p> <p>12 Heather Leonard P.C.</p> <p>13 2105 Devereux Circle, Suite 111</p> <p>14 Birmingham, Alabama 35243</p> <p>15 205-977-5421</p> <p>16 heather@heatherleonardpc.com</p> <p>17</p> <p>18 APPEARING ON BEHALF OF THE DEFENDANT, HYUNDAI</p> <p>19 MOTOR MANUFACTURING ALABAMA, LLC:</p> <p>20 David J. Middlebrooks, Esq.</p> <p>21 Lehr Middlebrooks Vreeland & Thompson, P.C.</p> <p>22 P.O. Box 11945</p> <p>23 Birmingham, Alabama 35202-1945</p> <p>24 205-326-3002</p> <p>25 dmiddlebrooks@lehrmiddlebrooks.com</p>

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1	A P P E A R A N C E S (continued)	1	E X H I B I T S
2		2	Defendants' Exhibits
3	APPEARING ON BEHALF OF THE DEFENDANT,	3	Exhibit Number 9
4	HYUNDAI ENG, AMERICA, INC.:	4	Hyundai Motor Manufacturing, Alabama PPE & Dress Code Matrix, Bates HMMA 0000003
5	T. Matthew Miller, Esq.	5	Exhibit Number 10
6	Bradley Arant Boult Cummings LLP	6	Dynamic Security, Inc., Acknowledgment and Receipt of Employee Handbook, Bates
7	One Federal Place	7	Dynamic-Key 000041 through 000042; Dynamic Security Officer's Handbook, Bates
8	1819 Fifth Avenue North	8	Key 000332 through 000382
9	Birmingham, Alabama 35203-2119	9	Exhibit Number 11
10	205-521-8000	10	CONFIDENTIAL, Hyundai Engineering America, Inc., Employee Handbook, Bates
11	mmiller@bradley.com	11	HEA0004 through 0005
12		12	Exhibit Number 12
13	APPEARING ON BEHALF OF THE DEFENDANT, DYNAMIC SECURITY, INC.:	13	Hyundai Motor Manufacturing, Alabama Safety, Security and Fire Protection Handbook, Bates 000277 through 000331
14		14	Exhibit Number 13
15	Wesley C. Redmond, Esq.	15	U.S. Equal Employment Opportunity Commission Intake Questionnaire, Bates
16	Ford Harrison LLP	16	Key 000049 through 000056
17	420 20th Street North, Suite 2560	17	Exhibit Number 14
18	Birmingham, Alabama 35203	18	EEOC Charge of Discrimination, Bates
19	205-244-5905	19	Dynamic-Key 000046 through 000047
20	wredmond@fordharrison.com	20	Exhibit Number 15
21		21	EEOC Charge of discrimination Bates
22	OTHERS PRESENT:	22	Key 000047
23	Chris Whitehead, Esq.	23	Exhibit Number 16
24	In-house Counsel, Hyundai Motor	24	Plaintiff's Response to Defendant HMMA's Interrogatories and Plaintiff's Response to Defendant HMMA's Request for Production of Documents
25	Manufacturing, Alabama, Inc.	25	Exhibit Number 17
			8/8/17 handwritten notes by Key, Bates
			Dynamic-Key 000058 through 000063
Page 6		Page 8	
1	E X A M I N A T I O N	1	E X H I B I T S
2	WITNESS: DAVITA M. KEY	2	Defendants' Exhibits
3	BY MR. MIDDLEBROOKS	3	Exhibit Number 18
4	BY MR. REDMOND	4	8/1/17 handwritten note by Key
5	BY MR. MILLER	5	Exhibit Number 19
6	BY MS. PALMER	6	7/21/17 signed document re: Dynamic Security security officer's manual, Bates
7	BY MR. MIDDLEBROOKS	7	Dynamic-Key 000040
8		8	Exhibit Number 20
9	E X H I B I T S	9	7/21/17 signed document re: Dynamic Security's harassment policy, Bates
10	Defendants' Exhibits	10	Dynamic-Key 000042
11	Exhibit Number 1	11	Exhibit Number 21
12	First Amended Complaint	12	7/21/17 signed document re: Dynamic Security rules and regulations, Bates
13	Exhibit Number 2	13	Dynamic-Key 000038 through 000039
14	Pre-Application Screening Form, Bates	14	Exhibit Number 22
15	Dynamic-Key 000028 and Key 000013	15	U.S. Equal Employment Opportunity Commission Dismissal and Notice of Rights
16	Exhibit Number 3	16	Exhibit Number 23
17	Paycheck and stub to Key from Dynamic Security, Inc., Bates Key 000001	17	U.S. Equal Employment Opportunity Commission determination letter mailed 6/10/19
18	Exhibit Number 4	18	Exhibit Number 24
19	7/21/21 email to Key from Robinson re: Mailroom Position, Bates Key 000254 through 000255	19	U.S. Equal Employment Opportunity Commission letter mailed 7/12/19
20	Exhibit Number 5	20	Exhibit Number 25
21	Plaintiff's Amended Initial Disclosures	21	U.S. Equal Employment Opportunity Commission Notice of Right to Sue (Conciliation Failure)
22	Exhibit Number 6	22	Exhibit Number 26
23	Diagram of the first floor of the Administration Building	23	10/4/17 Key rebuttal to EEOC charge
24	Exhibit Number 7	24	Exhibit Number 27
25	Decision on Unemployment Compensation Claim, Bates Key 000129 through 000130	25	Photos
	Exhibit Number 8		
	"Appearance Standards for Security Personnel," Bates HEA 0001 through 003		

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1 away from you enough so that she can communicate
2 that to Gloria Robinson? Or did she do it while
3 the two of you were together?
4 A. I don't know. I don't know.
5 Q. How long did you and your trainer stay
6 in the mail room?
7 A. I don't -- I mean, I don't know. I
8 don't know.
9 Q. What did you do next? What did the two
10 of you do next after you left the mail room?
11 A. We didn't leave the mail room.
12 Q. Okay. You at some point left the mail
13 room; right?
14 A. Yes.
15 Q. Right. What happened that caused you
16 to leave the mail room?
17 A. Maurice Chambliss told me that Gloria
18 Robinson wanted to see me.
19 Q. Okay. So you've been working for the
20 company for two days, and this is your second
21 time to -- that Maurice has come and told you
22 that Gloria Robinson wants to talk to you?
23 A. Yes.
24 Q. You and Maurice ride over again in the
25 truck? Or the car?

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1 A. Yes.
2 Q. What conversations did you and Maurice
3 have?
4 A. I asked him what did she want, and he
5 said he didn't know.
6 Q. Do you think he was being truthful with
7 you? Or do you know?
8 A. I don't know.
9 Q. All right. Did you speak with anyone
10 else before you talked to Ms. Robinson?
11 A. No.
12 Q. All right. Was Ms. Robinson by herself
13 or was Cassandra Williams with her during this
14 conversation?
15 A. She was by herself.
16 Q. Okay. Tell me what happened during
17 this conversation.
18 A. She asked me had I felt discriminated
19 against, and I didn't respond to her question.
20 And then she asked me. I said, "No comment."
21 And she said that, you know, I
22 shouldn't have asked Cassandra Williams to see
23 the policy; that she understood why I did it but
24 I shouldn't have and that the Koreans were a
25 different breed of animals and that they send

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1 little memos and they don't want African
2 Americans, you know, wearing their hair like
3 this because of the clientele they have.
4 And she specifically named Mayor Todd
5 Strange, who was the mayor at that time; that he
6 may not want to see me with my hair like this.
7 And she said that she has to have her
8 male counterparts at times speak with the Korean
9 higher-ups because they won't talk to her
10 because she's a female.
11 Q. And what had you done about your hair
12 on August 1?
13 A. I wore a hat and I -- that completely
14 covered my head.
15 Q. Do you have a picture -- do you happen
16 to have a picture of --
17 A. Of --
18 Q. -- of the hat that day with you --
19 A. No.
20 Q. -- wearing it? Do you still have the
21 hat?
22 A. I do.
23 Q. If you'd hold on to it.
24 All right. Anything else you can
25 recall her saying during that conversation?

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1 A. I asked her -- I -- you know, I said,
2 "Well, I wore a hat, you know, as you guys said
3 I should," and she said, "This is not about
4 that."
5 And she said, "Are you going to be this
6 way until" -- and she pointed to my stomach.
7 And then I -- she said -- like she
8 started inching forward towards me. She was
9 sitting in the chair I'm currently sitting in,
10 and I was sitting in the chair where the court
11 reporter's sitting in --
12 Q. Y'all were in this room?
13 A. Yes.
14 Q. Okay.
15 A. And she said, "Have you been
16 discriminated against," in like a loud, hostile
17 voice. And I said, "I wore a hat, you know, as
18 you guys asked me to."
19 She said, "This is not about that.
20 This is going to be a problem."
21 Q. Was it your understanding that she was
22 referring to your pregnancy?
23 A. Yes.
24 Q. And I know you were asked some
25 questions and you were shown, I think it was in

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<p style="text-align: right;">Page 285</p> <p>1 they tell you that they had dismissed the charge</p> <p>2 against Dynamic Security?</p> <p>3 A. No.</p> <p>4 MS. PALMER: That's all I have.</p> <p>5 FURTHER EXAMINATION</p> <p>6 BY MR. MIDDLEBROOKS:</p> <p>7 Q. Ms. Key, you had talked about there</p> <p>8 being some files in your -- journal entries on</p> <p>9 your cell phone. Do you recall any specific</p> <p>10 journal entries relating to Hyundai Motor</p> <p>11 Manufacturing, Alabama?</p> <p>12 A. I don't know. I'd have to look at what</p> <p>13 I wrote because it was about how the whole --</p> <p>14 what was going on, so I don't know exactly what</p> <p>15 it says in the -- what the journal entries say.</p> <p>16 Q. You don't know what they say?</p> <p>17 A. No.</p> <p>18 Q. You answered questions from Mr. Redmond</p> <p>19 about damages, both monetary and nonmonetary.</p> <p>20 If I asked you the same question as related to</p> <p>21 Hyundai Motor Manufacturing, Alabama, would your</p> <p>22 answer be any different than those you gave</p> <p>23 Mr. Redmond?</p> <p>24 A. No.</p> <p>25 MR. MIDDLEBROOKS: That's all.</p>	<p style="text-align: right;">Page 287</p> <p style="text-align: center;">C E R T I F I C A T E</p> <p>1</p> <p>2</p> <p>3</p> <p>4 STATE OF ALABAMA</p> <p>5 AT LARGE</p> <p>6</p> <p>7 I hereby certify that the above and</p> <p>8 foregoing deposition of DAVITA M. KEY was taken</p> <p>9 down by me in stenotype and the questions and</p> <p>10 answers thereto were transcribed by means of</p> <p>11 computer-aided transcription, and that the</p> <p>12 foregoing represents a true and correct</p> <p>13 transcript of the testimony given by said</p> <p>14 witness upon said hearing.</p> <p>15</p> <p>16 I further certify that I am neither of</p> <p>17 counsel, nor of kin to the parties to the</p> <p>18 action, nor am I in anywise interested in the</p> <p>19 result of said cause.</p> <p>20 I further certify that I am duly</p> <p>21 licensed by the Alabama Board of Court Reporting</p> <p>22 as a Certified Court Reporter as evidenced by</p> <p>23 the ACCR number following my name found below.</p> <p>24</p> <p>25 So certified on this date, July 5, 2022</p> <p style="text-align: center;"><i>Sabrina Lewis</i></p> <p>/s/Sabrina Lewis, CCR, RDR, CRR ACCR #165, Expires 9/30/22 Commissioner for the State of Alabama at Large My commission expires 5/17/23</p>
<p style="text-align: right;">Page 286</p> <p>1 MR. REDMOND: Nothing further.</p> <p>2 MR. MILLER: Nothing further.</p> <p>3 THE COURT REPORTER: Does anybody want</p> <p>4 a transcript?</p> <p>5 MS. LEONARD: Yes.</p> <p>6 MR. MIDDLEBROOKS: Yes.</p> <p>7 MR. REDMOND: Electronic.</p> <p>8 MR. MILLER: Electronic.</p> <p>9 THE COURT REPORTER: Ms. Leonard, do</p> <p>10 you want a paper copy or electronic only?</p> <p>11 MS. LEONARD: Electronic is fine.</p> <p>12 (The deposition was concluded at</p> <p>13 4:21 p.m.)</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 288</p> <p>1 Reference No.: 8044773</p> <p>2</p> <p>3 Case: DAVITA M. KEY vs HYUNDAI MOTOR MANUFACTURING</p> <p>4</p> <p style="text-align: center;">D E C L A R A T I O N U N D E R P E N A L T Y O F P E R J U R Y</p> <p>5</p> <p>6 I declare under penalty of perjury that</p> <p>7 I have read the entire transcript of my Depo-</p> <p>8 sition taken in the captioned matter or the</p> <p>9 same has been read to me, and the same is</p> <p>10 true and accurate, save and except for</p> <p>11 changes and/or corrections, if any, as indi-</p> <p>12 cated by me on the DEPOSITION ERRATA SHEET</p> <p>13 hereof, with the understanding that I offer</p> <p>14 these changes as if still under oath.</p> <p>15</p> <p>16</p> <p>17 _____</p> <p>18 Davita M. Key</p> <p>19</p> <p style="text-align: center;">N O T A R I Z A T I O N O F C H A N G E S</p> <p style="text-align: center;">(If Required)</p> <p>20</p> <p>21 Subscribed and sworn to on the _____ day of</p> <p>22 _____, 20____ before me,</p> <p>23</p> <p>24 (Notary Sign) _____</p> <p>25 (Print Name) _____ Notary Public,</p> <p>in and for the State of _____</p>